

# Attachment 1 - Contract with Tyler Technologies

## CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES ("Contract") is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and Tyler Technologies, a Delaware Corporation ("Contractor").

WITNESSETH:

**WHEREAS**, County is in need of software and professional services for Permit Tracking System replacement, which includes automated conversion and migration services to migrate applications and data to a new Permit Tracking System; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service employees; and

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A "General Conditions", attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Special Conditions – The parties agree to the special conditions described in Exhibit B "Special Conditions" attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Professional Services – Contractor agrees to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit C "Statement of Work", attached hereto and incorporated herein by reference as if set forth in full at this point.
4. System Requirements - Response from Contractor's Proposal Exhibit D.
5. Compensation – The parties agree to the compensation described in Exhibit E "Compensation", attached hereto and incorporated herein by reference as if set forth in full at this point.
6. Other Exhibits – The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit F – Contractor Maintenance and Support Agreement

Exhibit G – Business Travel Policy

Exhibit H – Third Party Terms

Attachment 1 - Contract with Tyler Technologies

7. **Term of Contract** - This Contract shall commence on the Effective Date and shall terminate on February 1, 2021 unless terminated earlier as provided therein. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors. The license grant and related terms set forth in Exhibit B, Section 2 is perpetual. Implementation and requested professional services identified in the Investment Summary will be delivered in accordance with the Statement of Work.
8. **Term of Contract (Support and Maintenance)** - The performance of the ongoing Maintenance and Support Agreement as defined in Exhibit B, shall commence upon the Effective Date and shall terminate pursuant to the term(s) of said agreement, which is set forth in Exhibit F.
9. **Notices** – All notices or communications required or permitted as a part of this Contract must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. Written notices required in this contract shall be provided to:

**COUNTY**

James Bergman  
Director, Planning and Building  
976 Osos Street  
San Luis Obispo, CA 93408

**CONTRACTOR**

\_\_\_\_\_  
Tyler Technologies, Inc.  
2160 Satellite Blvd., Suite 300  
Duluth, GA 30097

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except

signatures.//

Attachment 1 - Contract with Tyler Technologies

**CONTRACTOR:**

Tyler Technologies

A Delaware Corporation

By: \_\_\_\_\_

*Dane Womble*

Dane Womble  
[Contractor Contact Name]

2/18/16 President, LGD  
Date

[Contractor Contact Title]

**NOTARIZATION**

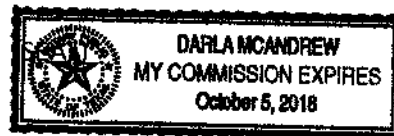
STATE OF TEXAS

) SS.

On 2/18/16 before me, (here insert name and title of the officer), personally appeared Dane Womble, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Darla McAndrew  
Notary Public



My Commission Expires: 10/5/2018

**COUNTY:**

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

**COUNTY COUNSEL:**

Approved as to form and legal effect.

Rita Neal  
County Counsel

By: \_\_\_\_\_

Rita Neal  
Deputy County Counsel

2/23/16  
Date

Attachment 1 - Contract with Tyler Technologies

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

Attest By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

\_\_\_\_\_  
Date

**EXHIBIT A**  
**GENERAL CONDITIONS**

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides goods and/or services. However, Contractor's services, if any, shall be provided in a manner consistent with all applicable federal, state, and local rules, laws, statutes, standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, vision, dental, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract, all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of the services, if any, provided under this Contract.
4. **Ownership.** The County will retain all ownership of and the rights that accompany ownership of the County's data including all reports, information, and/or documents prepared by Contractor under this Contract. Notwithstanding the foregoing and in addition to the terms set forth in Exhibit B, Section 2.6, Contractor shall retain ownership of all (i) software products licensed to the Client; and (ii) proprietary information contained in all deliverables.
5. **Compliance with all Laws.** Contractor warrants that Contractor will observe, comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws, rules, regulations and orders applicable to Contractor in Contractor's performance under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
6. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California.
7. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County, except that Contractor may, without the prior written consent of the County, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision

is voidable at the option of the County. If subcontracting is approved by the County, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

8. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to provide the goods and/or services hereunder, is relying upon the Contractor's reputation for excellence in the delivery of such goods and/or the performance of the services required hereunder.
9. **Key Project Personnel.** Contractor agrees to identify in writing the members of the project team for Contractor as soon as reasonably possible following the signing of this Contract. Contractor shall make every effort to ensure that key personnel, if any, identified in this Contract are available to support the administration of this Contract and are not diverted from the project without prior written notice to the County. Key personnel are those individuals who are determined to be central to the management of the project and implementation of the scope of work under this Contract. In the event Tyler personnel provide services deemed by the County to be unsatisfactory or in the County's opinion, not meeting its needs adequately and/or timely, Tyler will be given reasonable opportunity to correct the deficiency prior to removal of that personnel. In the event the deficiency persists, County may require the removal of the personnel in question. Contractor will not charge County for time dedicated solely to Contractor's personnel transition. Both parties acknowledge that any requested change in personnel may alter project timeline.
10. **Waiver.** No delay or failure on the part of any party to this Contract in exercising any right, power, or privilege under this Contract shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
11. **Nondiscrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving the County a right to terminate this Contract for cause.
12. **Indemnification.**
  - 12.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of personal injury and property damage caused by Contractor's negligence or

## Attachment 1 - Contract with Tyler Technologies

willful misconduct, except such loss or damage which was caused by sole negligence or willful misconduct of the County. If it is conclusively determined the negligence or willful misconduct of the County has contributed to the demand, damages, liabilities, or loss, the County shall contribute its proportionate share of a final award or settlement, if any, directly attributable to injury or loss caused by the County.

12.2 County shall defend, indemnify and hold harmless the Contractor, its officers and employees from all direct claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including County, for personal injury or property damage to the extent caused by County's negligence or willful misconduct, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Contractor, provided that (a) the Contractor promptly notifies County for any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the County has the opportunity to assume and control the defense of any such Claim, and (c) the Contractor agrees to provide reasonable cooperation (if necessary) to County in its defense of such Claim.

13. **Conflicts within this Agreement.** If there is any conflict between the terms of these general conditions and any other document incorporated into this agreement, these general conditions control.
14. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.
15. **Payment.** The County agrees to make payments in accordance with Contractor's Invoicing and Payment Policy attached hereto as Exhibit E and referenced in Exhibit B, Section 6.

The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If County is a tax-exempt entity, County agrees to provide Contractor with a tax-exempt certificate. Otherwise, Contractor will pay all applicable taxes to the proper authorities and County will reimburse Contractor for such taxes. If County has a valid direct-pay permit, County agrees to provide Contractor with a copy. For clarity, Contractor is responsible for paying Contractor's income taxes, both federal and state, as applicable, arising from performance of this Agreement.

Payment by County, or the receipt by Contractor of such payment, shall not relieve Contractor of its obligations under this Contract. Electronic transfer of funds is the preferred method of payment made to the Contractor's bank account with a financial institution.

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating

Should Contractor choose Electronic Transfer of Funds as the method of payment, then payment is deemed to have been made when the County initiates the electronic fund transfer, as long as such electronic fund transfer has been received by Contractor within twenty-four (24) hours of wire initiation.

## Attachment 1 - Contract with Tyler Technologies

16. **Disputed Payments.** Any disputed fees and/or expenses shall be submitted to the Invoice Dispute process set forth in Exhibit B, Section 6.2.
17. **Fiscal Controls.** Contractor shall adhere to the accounting requirements required by the Securities and Exchange Commission for publicly traded companies.
18. **Audit Rights.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of \$10,000 is subject to examination and audit by the State Auditor. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit for a period of three (3) years after final payment under this Contract. County shall advise Contractor if it becomes aware of such audit as soon as reasonably possible and at least fourteen (14) days prior to the commencement of the audit. Contractor shall comply with the requirements of California Government Code section 8546.7.
19. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
20. **Availability of Funding.** The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding. The terms upon which County may terminate this Contract in the event of lack of availability of funding is set forth in Section 37.
21. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

Commercial General Liability. Policy shall include limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, five million dollars (\$5,000,000) general aggregate. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- a. The County, its officers and employees, are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
- b. The insurance provided herein, as between Contractor and the County, shall be considered primary coverage to the County with respect to any insurance or self-insured retention maintained by the County with regard to claims arising out of this Contract. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- c. In the event any of the required policies are cancelled before the expiration date thereof, written notice will be given in accordance with the policy provisions or by Contractor within thirty (30) days of such cancellation.

Business Automobile Policy. Policy shall include limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:



## Attachment 1 - Contract with Tyler Technologies

- a. "In the event any of the required policies are cancelled before the expiration date thereof, notice will be given in accordance with the policy provisions."
- b. "The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

Workers' Compensation/Employer's Liability Insurance. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract. Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be disclosed and approved by the County prior to commencement of this contract.

Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract.

Absence of Insurance Coverage. The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

**The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the blank endorsement for (i) the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.**

#### **Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage (excluding Workers' Compensation) shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

The County will receive prompt notice of cancellation or nonrenewal from Contractor of the Comprehensive General Liability, Automobile Liability, and Professional Liability policy(ies),

## Attachment 1 - Contract with Tyler Technologies

provided that no such notice is required if Contractor buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph.

### **Failure to Maintain Insurance**

If County believes that Contractor has not maintained or provided acceptable evidence that it maintains the insurance as required in this Agreement, County shall inform Contractor and Contractor shall work with the County and promptly provide evidence of such insurance.

### **Waiver of Subrogation**

With regard to the CGL, Auto and Workers Compensation policies, Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be disclosed to the County upon request.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:minus VII, unless otherwise acceptable to the County.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least two (2) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **two (2) years** after completion of contract work.

### **Separation of Insureds**

**No liability policies required hereunder shall contain a separation of insureds exclusions or limitations.**

### **Verification of Coverage**

Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Certificates and copies of any required endorsements shall be sent to:

Attention: James Bergman, Director, Planning and Building

## Attachment 1 - Contract with Tyler Technologies

Planning and Building  
San Luis Obispo County  
976 Osos Street  
San Luis Obispo, CA 93408

**Subcontractor:**

Tyler Technologies, Inc.  
5519 53rd Street  
Lubbock, TX 79414

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**Special Risks or Circumstances**

County and Contractor will mutually agree to any modifications to these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

22. **Liens, Claims and Encumbrances.** Contractor represents and warrants that all goods and materials ordered and delivered under this Contract, if any, are free and clear of all liens, claims or encumbrances. Where applicable and subject to Exhibit B, Section 2, title to the material and supplies purchased shall pass directly from Contractor to County subject to the right of County to reject upon inspection of receipt.
23. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay, including the particulars in reasonable detail of the cause of the inability. The party delayed shall use commercially reasonable efforts to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
24. **Signatory Authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
25. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
26. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure

that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

27. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow a claim or right of action whatsoever by any other third person.
28. **California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County as part of the proposal process, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request and the County agrees to provide reasonable assistance in connection with Contractor's efforts associated therewith. If Contractor fails to obtain such remedy within the County's deadline to response, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents, Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim. If the County receives a CPRA request regarding the goods and/or services provided pursuant to this Contract, the County shall notify Contractor of the request. After such notification is made, County will make reasonable attempts to confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, exempt from the CPRA and/or not subject to the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents and/or seek any judicial remedies available to Contractor including, without limitation, a protective order. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from full or partial denial of a CPRA request involving Contractor's records.
29. **Non-Exclusive Agreement.** This Contract does not establish an exclusive relationship between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and/or service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.
30. **Use of County's Name for Commercial Purposes.** Contractor may not use the name of the County or reference for any endorsement from the County in any fashion or for any purpose, without the prior written consent of the County as provided by the Director of the Planning and Building.

## Attachment 1 - Contract with Tyler Technologies

31. **Counting Days.** Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.
32. **Termination for Convenience.** The County may terminate this Contract at any time by giving the Contractor at least ninety (90) day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Time, on the intended date for termination (the "Termination Date"). The County shall deliver to the Contractor a notice specifying the date upon which such termination will become effective, which shall be at least ninety (90) days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts. Once the County has paid in full the agreed license fee for the Software and all associated implementation work, County shall have a perpetual, irrevocable, nonexclusive, fully paid, royalty-free license to use and modify the Software subject to the limitations set forth in Exhibit B, Section 2.
33. **Termination for Bankruptcy.** If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Contract immediately without penalty. For the purposes of this section, bankruptcy shall mean the filing of a voluntary or involuntary petition for bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the Contractor's duties under this Contract.
34. **Bankruptcy/Insolvency License Vesting Rights.** All licenses granted to County under or pursuant to this Contract, if any, are and shall be deemed to be, for purposes of any formal insolvency proceeding and pursuant to Section 365(n) of the U.S. Bankruptcy Code, valid and presently existing licenses of rights to intellectual property as defined under Section 101 of the U.S. Bankruptcy Code, as amended. The parties agree that the County, as a licensee of such rights under this Contract, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, as amended, including rights to obtain source code.
35. **Power to Terminate.** This Contract may be terminated in accordance with the terms contained in Sections 32 to 38, inclusive, by the Planning and Building Director without the need for action, approval, or ratification by the County's Board of Supervisors.
36. **Termination for Cause.** If County believes Contractor has materially breached this Contract, County must invoke the Dispute Resolution clause set forth in Section 47. County may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within thirty (30) days of receiving a written notice of the alleged breach. Contractor agrees to comply with Section 47, Dispute Resolution, prior to termination. In the event of termination for cause, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination.
37. **Lack of Appropriations.** In the event that the term of this Agreement extends into fiscal years subsequent to that in which it was approved, continuation of the Agreement is contingent on the appropriation of funds by the San Luis Obispo Board of Supervisors, or, if applicable, the provision of State or Federal funding source. If you notify us in writing that the funds for this Agreement have not been appropriated or provided, this Agreement will terminate effective on the final day

of the fiscal year through which you have funding. In such event, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services you have received, or Contractor has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Exhibit B, Section 6.2 at the time of termination in order to be withheld at termination. County will not be entitled to a refund or offset of previously paid license and other fees. After termination under this Section, County shall have no further liability to pay any funds to Contractor or to furnish any other consideration under this Contract, and Contractor shall not be obligated to perform any provision of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, County shall have the option to either cancel this Contract as provided herein or negotiate an amendment to reflect the reduced amount.

38. **Force Majeure - Termination.** Except for County's payment obligations, either party may terminate this Contract if a force majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to force majeure, County will pay Contractor for all undisputed fees and expenses related to the software and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Exhibit B, Section 6.2 at the time of termination in order to be withheld at termination. County will not be entitled to a refund or offset of previously paid license and other fees.
39. **Delegation of Authority.** The Board of Supervisors delegates the authority to the County of San Luis Obispo Planning and Building Director to amend this Contract to extend its term up to one additional year. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the delivery of the goods and/or commencement of services or extension of the Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the County of San Luis Obispo Planning and Building Director.
40. **Disentanglement.** Upon County's written request, as set forth below, Contractor shall reasonably cooperate with County and otherwise take steps reasonably required to assist County in effecting a complete and timely transition to minimize interruption of services. County will provide Contractor with advance written notice of any such transfer of services, and Contractor shall provide County with all information reasonably related to the goods and/or services or that may otherwise be needed to facilitate the disentanglement. Contractor shall deliver to County or its designee, at County's written request, all documentation and data related to County, held by Contractor and will pay Contractor for any required or requested technical assistance associated with such delivery at Contractor's then-current time and materials rates. Contractor reserves the right to, prior to providing cooperation in connection with this section, require: (a) that any third party vendor that County engages in connection with such a transition execute Contractor's standard non-disclosure agreement, or (b) that County accept in writing full responsibility for such third party's compliance with the confidentiality terms contained in this Contract.
41. **Governing Law.** This Contract shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state or federal court located in or serving the County of San Luis Obispo. The parties agree that subject matter and personal jurisdiction are proper in the state or federal court located in or serving the County of San Luis Obispo and waive all venue objections.
42. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy

efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.

43. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
44. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
45. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
46. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts or memorandums of understandings between the parties to this Contract on the same subject matter and constitutes the entire understanding of the parties. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
47. **Dispute Resolution.** If a dispute should arise out of this Contract, the following procedure will be used to resolve any questions, fact or interpretation not otherwise settled by the parties (a "Dispute"). Senior representatives of Tyler or County Building Planning will reduce such Dispute to writing within (30) days of becoming aware of becoming aware of a Dispute and such copy will be forwarded to the non-disputing party, along with the recommend methods of resolution. The parties further agree that, before resorting to any formal Dispute resolution process, they will first engage in good faith negotiation in an effort to find a solution that serves their respective and mutual interests. Senior representatives agree to participate directly in these negotiations. Unless otherwise agreed in writing, parties shall have fifteen (15) business days from receipt of the written Dispute notice to begin these negotiations, and thirty (30) business days from receipt of the written Dispute notice to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the Dispute, the Dispute will be referred to non-binding mediation. Thereafter, either party may assert its respective rights and remedies in a court of competent jurisdiction. Venue will be in the County of San Luis Obispo, California. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the Dispute resolution procedures.
48. **Additional Products and Services.** County may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at Contractor's then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, County may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Contract will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

**EXHIBIT B**  
**SPECIAL CONDITIONS**

**1. Definitions.**

- a. "Agreement" means this Contract.
- b. "Business Travel Policy" means Contractor's business travel policy. A copy of Contractor's current Business Travel Policy is attached as Exhibit G.
- c. "Client" means the County or San Luis Obispo County, California.
- d. "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Contractor's then-current Documentation.
- e. "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- f. "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
- g. "Effective Date" means the date on which County's authorized representative signs the Agreement.
- h. "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, the events set forth in Exhibit A, Section 23, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by either party.
- i. "Investment Summary" means the agreed upon cost proposal or compensation for the software, products, and services attached as Exhibit E, Appendix E-1 .
- j. "Maintenance and Support Agreement" means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers. A copy of Contractor's current Maintenance and Support Agreement is attached as Exhibit F.
- k. "Support Call Process" means the support call process applicable to all of Contractor's customers who have licensed the Tyler Software. A copy of Contractor's current Support Call Process is attached as Exhibit F, Appendix F-1.
- l. "Third Party End User license Agreement(s)" means the end user license agreement(s), if any.
- m. "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- n. "Third Party Products" means the Third Party Software and Third Party Hardware.
- o. "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- p. "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit H.
- p. "Tyler" or "Contractor" means Tyler Technologies, Inc., a Delaware corporation.
- q. "Tyler Software" means Contractor's proprietary software and related interfaces identified in the Investment Summary and licensed to County through this Agreement.
- r. "we", "us", "our" and similar terms mean Tyler or Contractor.
- s. "you" and similar terms mean County.

**2. License Grant.**



## Attachment 1 - Contract with Tyler Technologies

2.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

2.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

2.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

2.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

2.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. Advance written notice of any such transfer is recommended, and payment is required for any requested technical assistance from us associated with such transfer.

2.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

### 3. Professional Services.

3.1 Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

3.2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. It is acknowledged that the fees stated in the Investment Summary are firm fixed fees that can only be altered through a change order or amendment. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3.3 Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional specifications or work is requested or required by you, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

## Attachment 1 - Contract with Tyler Technologies

**3.4 Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

**3.5 Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

**3.6 Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

**3.7 Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

- 4. Maintenance and Support.** This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements, and patches (unless otherwise mutually agreed to by the parties);
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and

## Attachment 1 - Contract with Tyler Technologies

- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

### 5. **Third Party Products.** To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

5.1 Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

5.2 Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

5.2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

5.2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

5.2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

### 5.3 Third Party Products Warranties.

5.3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

5.3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

5.3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

5.4 Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

### 6. **Invoicing and Payment; Invoice Disputes.**

**6.1 Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section 6.2.

**6.2 Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

**7. Performance Warranty (Software):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that for as long as you have a Maintenance and Support Agreement in effect, the Tyler Software will be without Defect(s).

**8. Surreptitious Code.** Contractor represents and warrants that the Software will at the time of delivery be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism which is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. This warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to obtain access to a licensee's computer system for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

**9. Intellectual Property Indemnification.**

**9.1** We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to

which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

9.2 Our obligations under this Section 9 will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

9.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

9.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

10. **Disclaimer. THE RIGHTS, REMEDIES AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED BY THE CONTRACTOR.**
11. **Limitation of Liability. WITH THE EXCEPTION OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO EXHIBIT A, SECTION 12 (INDEMNIFICATION) AND EXHIBIT B, SECTION 9 (INDEMNIFICATION-INTELLECTUAL PROPERTY), WHICH OBLIGATIONS OF CONTRACTOR SHALL NOT BE SUBJECT TO ANY LIMITATION OF LIABILITY WHATSOEVER, CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON THEORY OF CONTRACT LAW OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) COUNTY'S ACTUAL DIRECT DAMAGES AND (B) THE AMOUNTS PAID BY COUNTY UNDER THIS AGREEMENT. THE PRICES SET FORTH AND LIABILITIES ASSUMED IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. CONSISTENT WITH EXHIBIT A, SECTION 21, THE REQUIRED INSURANCE DEFINED THEREIN SHALL NOT OPERATE AS A SEPARATE LIMITATION ON CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT.**

12. **Exclusion of Certain Damages.** UNLESS OTHERWISE SPECIFICALLY SET FORTH IN EXHIBIT A, SECTION 12 (INDEMNIFICATION) AND EXHIBIT B, SECTION 9 (INDEMNIFICATION-INTELLECTUAL PROPERTY), IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (i) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (ii) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (iii) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (iv) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
14. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

***Exhibit C***  
***Statement of Work***



**Statement of Work**  
For EnerGov Implementation

---

*Prepared for:*

**San Luis Obispo County, CA**

*Prepared by:*

Tyler Technologies, Inc.  
2160 Satellite Blvd, Suite 300  
Duluth, GA 30097  
888.355.1093  
[www.tylertechnologies.com](http://www.tylertechnologies.com)

## TYLER RESOURCES PURCHASED

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

### **Billable Hours in Scope**

- Project Management Services = 600 resource hours
- System Configuration Services = 1,348 resource hours
- Fundamentals Training = 80 resource hours
- System Administration / Configuration Training = 70 resource hours
- End User Training = 180 resource hours
- Production Support = 40 resource hours
- Report Development Services = 40 resource hours for report assistance or report writing
- Data Conversion Services = "Free" for Accela Tidemark including custom fields and attached documents
- SDK / API Consulting Services = 40 resource hours
- Travel = 25 on-site trips (where a "trip" is defined as onsite travel of up to five business days)
  - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.

### **Business Scope (Transactions and Automation)**

- Unique Business Transactions in Scope = up to 10 unique **Transactions**
- Template Business Transactions in Scope = up to 10 **Transactions**
- Geo-Rules within Scope = up to 20 **Geo-Rules**
- Intelligent Objects and IA's within Scope = up to 20 **IO/IA**
- Custom Reports/Output documents within scope = up to 4 **reports**
- Integrations within scope = EnerGov to Tyler Content Manager out-of-the-box integration is included within scope.
- Data Conversion Sources within scope = "Free" for Accela Tidemark including custom fields (per data source). **ESTIMATED TIMELINE**

An estimated timeline for the EnerGov implementation may be provided in connection with this Statement of Work. Project timelines are living, fluid documents subject to change. Any estimates provided are for the Customer's initial planning and resource allocation purposes. Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected at **12 months for a single project phase.**



## Glossary of Terms

- **Advise:** A responsibility designation in the stage task and deliverable lists set forth in this Statement of Work, signifying that the associated party is meant to provide guidance to the "Owning" party.
- **Business Case Transaction:** The defined configuration of an automated business process in which documents and/or other information is passed from one participant to another (or others) for action according to a set of shared procedural rules. Where several transactions rely on the same set of procedural rules, a single configuration will apply to the otherwise unique workflows. Where one transaction depends on the automation of one or more distinct procedural rule(s), a new configuration will be required for that transaction. The configuration consists of the following components, where uniqueness of these components constitutes a new and unique business case transaction:
  - The to-be configured business process workflow, including output actions
  - Automation logic
  - Fee assessment and configuration definition
  - Custom fields and forms definition.

The final business case transaction documents finalized during Assess & Define stage will serve as the baseline "scope" for the EnerGov system configuration within the subsequent Configuration stage.

- **Custom Report/Output Document:** A unique form template that pulls data from the EnerGov system to generate an output report that presents the data for user consumption.
- **Deliverable:** A tangible output to be delivered during the associated stage, as identified in this Statement of Work. High-level critical path deliverables will be presented with a Deliverable Expectation Document.
- **Geo-Rule:** An automation event that is triggered by a condition configured around the source Esri geodatabase. Current georule events are:

<b>Alert</b>	<b>Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).</b>
<b>Block</b>	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
<b>Block with Override</b>	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
<b>Fee Date</b>	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
<b>Filed Mapping</b>	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
<b>Required Action</b>	A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.

<b>Required Step</b>	A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
<b>Zone Mapping</b>	The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

- **Intelligent Automation Agent (IAA):** A tool designed to automate tasks in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.
- **Intelligent Objects (IOs):** Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.
- **Milestone:** A mutually agreed to project event that triggers a County payment obligation, as set forth in Exhibit E of the Agreement.
- **None:** A responsibility designation in the stage task and deliverable lists set forth in this Statement of Work, signifying that the associated party is meant to
- **Own:** A responsibility designation in the stage task and deliverable lists set forth in this Statement of Work, signifying that the associated party is meant to take the lead and has ultimate responsibility for the given task or deliverable.
- **Participate:** A responsibility designation in the stage task and deliverable lists set forth in this Statement of Work, signifying that the associated party is meant to engage actively on the given task or deliverable, with the leadership and/or direction of the "Owning" party.
- **Stage:** Any one of the ten steps outlined in this Statement of Work that comprises a series of related tasks and deliverables to be performed over the course of the implementation of the EnerGov software.
- **Task:** An activity or other performance event to be completed within a defined stage, as outlined in this Statement of Work.

## TASKS

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

Upon completion of a task, the customer will have an opportunity to review the deliverable, if any, associated with the task. The customer will have a five-day business window within which to identify to Tyler a deviation from the warranties provided in the parties' agreement. In the event a deviation is identified and confirmed, Tyler will address the deviation according to the terms of the Support Call Process or the services warranty provision set forth in the Agreement, as applicable. When a corrected

## Attachment 1 - Contract with Tyler Technologies

deliverable has been resubmitted for review, that process shall repeat. Upon Stage completion, Tyler will provide the customer with a Work Acceptance Form to document that all tasks within the Stage have been successfully delivered. The customer will return the completed Work Acceptance form with any noted corrections within ten business days of receipt.

Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

### Stage 0 - Software Delivery

#### Objectives:

- Tyler software is made available to the customer

#### Tasks:

Software Delivery		
Tasks	Tyler	Customer
Tyler makes the licensed software available on the project SharePoint site (provided by Tyler) for downloading	Own	None

### Stage 1 - Initiation and Planning

#### Objectives:

- Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs
- Planning for staff mobilization & allocation
- Team Training –System Admin /EnerGov Fundamentals
- Create project plan, including baseline project schedule

#### Tasks:

Initiation & Planning		
Tasks	Tyler	Customer
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking infrastructure by the customer as specified by SOW Attachment C	Advise	Own

## Attachment 1 - Contract with Tyler Technologies

Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan (including project schedule)	Own	Participate
Deliver and review training plan and curriculum	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Fundamentals Team Training (recommend System Admin, SME's, etc.)	Own	Participate
Deliver System Admin / Configuration Training	Own	Participate
Deliver Project Planning & Initiation Stage Sign Off to Customer	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Initiation and Planning Stage

## Attachment 1 - Contract with Tyler Technologies

### Stage 2 - Assess & Define

#### Objectives:

- Tyler to gain an understanding about how customer conducts business
- Translate business understanding into the "to-be" documented EnerGov configuration definition documentation

#### Tasks:

Assess & Define		
Tasks	Tyler	Customer
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Customer	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Assess & Define Stage

### Stage 3A –System Configuration

#### Objectives:

- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage

#### Tasks:

System Configuration		
Tasks	Tyler	Customer
Deploy Pre-production environment to house the configuration system as defined and reviews by Tyler's Hardware / Infrastructure requirements documentation	Advise	Own
Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB) (1 <sup>st</sup> iteration)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Customer	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of System Configuration Stage

**Stage 3B – Configuration - Internal Test****Objectives:**

- Conduct initial operational test to ensure that Tyler has the information and configurations necessary to complete report development and data conversions
- Confirm basic system configuration to ensure proper operation

**Tasks:**

Internal Test		
Tasks	Tyler	Customer
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Own	Participate
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Customer	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Internal Test Stage

**Stage 4A - Build Specifications****Objectives:**

- Define custom report requirements and prioritize custom report requirements to prepare or refine customer report hours estimate or to determine whether additional hours are needed via a change order
- Define and map data conversion requirements (see section titled *Data Conversion*)
- Define integration specifications, as applicable
- Define and map, based on provided API's, interface requirements, as applicable

Data Conversion within scope		
System Name	Details	Comments
Tidemark Advantage	Accela	includes custom fields and attachments

System Integrations within	
System Name	Comments
Selectron IVR	Tyler to provide the county its API / SDK and 40 hours of technical API/SDK consulting
Existing County SQL Server DB	Tyler to provide the county its API / SDK and 40 hours of technical API/SDK consulting
ESRI Parcel Fabric	ESRI GIS integration is provided with the EnerGov GIS product
Assessor Office Data Transfer	Tyler to provide the county its API / SDK and technical API/SDK consulting for the hours specified in billable hours in scope

## Attachment 1 - Contract with Tyler Technologies

<b>Permit Summary</b>	Tyler to provide the county its API / SDK and 40 hours of technical API/SDK consulting
<b>Permit REST Service</b>	Tyler to provide the county its API / SDK and 40 hours of technical API/SDK consulting

### Tasks:

Build Specifications		
Tasks	Tyler	Customer
Populate Data Conversion Template Database (DCT-DB) (2 <sup>nd</sup> iteration)	Advise	Own
Provide Data Conversion mapping document	Own	Participate
Deliver and review list out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications	TBD	TBD
Deliver and review integration specifications to Customer	TBD	TBD
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Customer	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

### Milestone/Deliverable: Signoff of Build Specifications Stage

#### Stage 4B - Build

##### Objectives:

- Develop Custom Reports per defined requirements, if any
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations, as applicable

##### Tasks:

Build		
Tasks	Tyler	Customer
Deliver and review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s) (3 <sup>rd</sup> iteration)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate
Produce, deliver and review internally tested custom reports per defined requirements (if necessary)	None	Own
Produce, deliver and review internally tested integrations per defined requirements	Advise	Own

## Attachment 1 - Contract with Tyler Technologies

Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Customer	Own	None
Return Build Stage Sign Off to Tyler	None	Own

### **Milestone/Deliverable:** Signoff of Build Stage

#### **Stage 5A - System Acceptance Planning**

##### **Objectives:**

- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT)
- Conduct testing and system validation for promotion to end user training

##### **Tasks:**

System Acceptance Planning		
Tasks	Tyler	Customer
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Provide sample test scripts, as requested	Own	Advise
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide System Overview and Administrator training for Power Users	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing (4 <sup>th</sup> iteration)	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Planning Stage Sign Off to Customer	Own	None
Return System Acceptance Planning Stage Sign Off to Tyler	None	Own

### **Milestone/Deliverable:** Signoff of System Acceptance Planning Stage

#### **Stage 5B – Verification and System Acceptance**

##### **Objectives:**



## Attachment 1 - Contract with Tyler Technologies

- Test and signoff on each delivered business process, suite or component based on criteria and scope
- System ready for production and promoted to a production and/or training environment
  - "Ready for production" means that items that are not features enhancement or bugs that will allow the customer to move forward to User Training (Stage 6) and then go-live are addressed

### Tasks:

Verification and System Acceptance		
Tasks	Tyler	Customer
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Resolve material System Acceptance Testing issues issues are logged as Material "Go-Live" critical or Others "non Go-Live" critical	Own	Participate
Retest until acceptance criteria developed in Stage 5A are met such that go-live can occur	Participate	Own
Identify out-of-scope configuration changes, (configuration changes required that were not part of the original design and configuration specifications created during Stage 2 Assess/Define), that do not impact System Acceptance based on predefined scope for post go-live change order	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Customer	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Verification and System Acceptance Stage

### Stage 6 - User Training

#### Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer

### Tasks:

User Training		
Tasks	Tyler	Customer
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise

## Attachment 1 - Contract with Tyler Technologies

Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training (5 <sup>th</sup> iteration)	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Conduct customer training	Own	Participate
If "train the trainer" approach, conduct end-user training	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver User Training Stage Sign Off to Customer	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

### **Milestone/Deliverable:** Signoff of User Training Stage

#### **Stage 7 – Production & Production Support**

##### **Objectives:**

- Conduct final data import cutover
- Conduct final integration deployment
- Tyler to provide on-site production support prior to cutover to Tyler Help Desk (Maintenance and Support)

##### **Tasks:**

<b>Production &amp; Production Support</b>		
<b>Tasks</b>	<b>Tyler</b>	<b>Customer</b>
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production (6 <sup>th</sup> & final iteration)	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment (Go-Live)	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Participate	Own
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint and provide final report of sharepoint issue log, if requested	Participate	Own
Ensure key/critical personal are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team

## Attachment 1 - Contract with Tyler Technologies

Deliver Production & Production Support Stage Sign Off to Customer	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Production & Production Support Stage

### Stage 8 – Post Production Implementation Services

#### Objectives:

- 90 day post Go-Live implementation assessment
- System configuration analysis / health assessment
- System configuration modifications / changes

#### Tasks:

Post Production Implementation Services		
Tasks	Tyler	Customer
Provide a one hour health assessment for each in-scope business transaction included in the Business Scope (Transactions & Automation) section	Own	Participate
Deliver recommendation change / action report for all in-scope business transactions included in the Business Scope (Transactions & Automation) section	Own	None
Perform agreed upon recommendation changes, up to 4 hours per business transaction, for each business transaction included in the Business Scope (Transactions & Automation) section	Own	Participate
Deliver Post Production Implementation Services Stage Sign Off to Customer	Own	None
Return Post Production Implementation Services Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Post Production Implementation Services Stage

### **\*DATA CONVERSION (see tasks associated with data transfer, above)**

The following criteria are applied to Data Conversion

#### ☐ **Data Format**

The customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure, as set forth in the SOW Attachments. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

#### ☐ **Data scrubbing/cleansing**

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

## ☐ **Required Fields**

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

## ☐ **Custom Fields**

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

## ☐ **Parsing data**

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

**Address Data:** Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

**Phone Numbers:** Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

**Individuals / Names:** Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

**Contacts Data:** If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

## ☐ **Business-Specific Rules**

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

## ☐ **Calendars & Scheduling**

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

## **KEY PROJECT ASSUMPTIONS**

- ☐ Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.
- ☐ Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.
- ☐ Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- ☐ Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- ☐ Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- ☐ Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- ☐ Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- ☐ Tyler personnel shall attend executive project review committee meetings (internal) as needed.
- ☐ Out of scope deliverables will only be provided via a change order that is mutually agreed to.

## **RISK / MITIGATION STRATEGY**

### **Project Schedule**

**Risk:** Impact of various factors on baseline project schedule.

**Mitigation:** Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

### **Activity Focus**

**Risk:** Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

**Mitigation:** Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

### **3rd Party Interface Development and Support**

**Risk:** During the project, the customer will be required to develop 3<sup>rd</sup> party integrations (or contract with a 3<sup>rd</sup> party firm to complete this work), the success of which is dependent on the customer's expertise of both

the sending/receiving 3<sup>rd</sup> party systems and EnerGov API/SDK toolkit, and their ability (or the ability of their 3<sup>rd</sup> party firm) to program integration against the EnerGov API's.

**Mitigation:** Customer should insure that they have access to 3<sup>rd</sup> party APIs for interfacing to other systems, and/or a customer expert that understands the legacy database/system. If no such documentation or customer expertise exists, the customer will be responsible for coordinating with the third-party vendor to establish the expertise required. Related to establishing expertise in the EnerGov API/SDK, the customer will be provided all relevant and available documentation and/or has the option to be provided technical support either via change order or, if applicable, via hours quoted for such use within the contract.

### Technology Age

**Risk:** This risk is highly dependent on the choice of Tyler products and whether the customer is hosting any of those products. If the customer will be hosting the Tyler software, then the technology hosting that software should be robust and durable. Technology that barely meets minimum requirements today will be insufficient as the needs of the system grow.

**Mitigation:** Tyler will assist the customer in determining optimal technology and plans to guard against pre-mature obsolescence. The customer will also complete a hardware survey, initiated by our deployment team, to confirm that the customer's hardware is sufficient for the upcoming implementation.

## CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- ☐ **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- ☐ **Dedicated Customer Participation** – Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.
- ☐ **Managing Project Scope** - To implement the project on time and within budget, both the customer and Tyler must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advanced and signed by project stakeholders before work can begin on those items. A change order will be provided for all project changes monetary (software professional services, etc.) and non-monetary (schedule changes, deliverable changes, etc.). Likewise, reductions of the defined scope will also require a Change Order.

## **PROJECT MANAGEMENT**

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- ☐ Risk management
- ☐ Monitoring project budget
- ☐ Project Plan management using our expense and time-tracking tool/Excel
- ☐ Project document management using SharePoint
- ☐ Issue log management and escalation
- ☐ Status reporting
- ☐ Change order management
- ☐ Project workspace management
- ☐ Resource management
- ☐ Executive project oversight via Executive Director and Project Review Committee

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

## **Development Tools**

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader; so view-only users do not require a Crystal Reports license. API development is REST based and Tyler recommends visual studio and c# for consistent programming between integrations and the EnerGov system.

## **Documentation**

### ***Tyler-provided documentation***

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

***Customer-provided documentation***

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to generate documents that do not exist in the regular course of customer's business. Customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API's for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software



**Exhibit D**  
**System Requirements**

Requirement #	Category	Requirement Description	Must Have/Nice to Have	Codes	Product	any	Vendor	Comments
1.1	Appeals	System shall provide ability for project decisions to be appealed based upon business rules. (NOTE: Appeal body varies by appeal type - i.e. conditional use and environmental review are appealed to Board of Supervisors; building project, variance, letter of determination and some notices of violation are appealed to Board of Appeals; some notices of violation may be appealed to an Administrative Law Judge.)	Must have	F = Fully Provided				Attachment 1 - Contract with Tyler Technology
1.2	Appeals	System shall provide ability to record decisions on appeals resulting from hearings.	Must have	F = Fully Provided				
1.3	Appeals	System shall provide ability to track requests and workflow for appeals as well as record results of appeals (e.g., granted, denied and rationale for each), including decision document (i.e. Notice of Decision and Order for Board of Appeals).	Must have	F = Fully Provided				
1.4	Appeals	System shall provide internal validation of request for appeals (e.g. valid application number and appeal window, following pre-defined workflow).	Must have	F = Fully Provided				EnerGov can send internal notifications to alert users of changes made to a project. EnerGov also has
2.1	Building	System shall provide ability to alert users of changes to projects that have been tagged with specified user-defined flags on the master record.	Must have	F = Fully Provided				

					the ability to send emails externally to Outlook.
2.2	Building	System shall provide ability to refer any plan revisions to other departments.	Must have	F = Fully Provided	Through the use of submittals in the workflow, plan reviews get routed to the appropriate reviewers.
2.3	Building	System shall trigger a letter when a permit expires.	Must have	F = Fully Provided	
2.4	Building	System shall trigger a letter when an application expires.	Must have	F = Fully Provided	
2.5	Building	System shall provide electronic plan checking. Nice to have requirement.	Must have	F = Fully Provided	EnerGov is fully capable of supporting electronic plan review.
3.1	Conditions of Approval	System shall provide ability to monitor the status of conditions of approval (e.g. long-term periodic inspections of conditions).	Must have	F = Fully Provided	
3.2	Conditions of Approval	System shall provide ability to present default conditions based upon master record type, sub-type and intersection of master record geometry and user defined spatial records.	Must have	F = Fully Provided	Conditions of approval can be applied to the property level as well as a spatial collection.

Attachment 1 - Contract with Tyler Technologies

3.3	Condition s of Approval	System shall provide ability to present default conditions based upon the user role (e.g. public works, health, Cal Fire).	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov's conditions library encompasses all conditions no matter what the user role is. The conditions may be filtered by category and sorted by each user.
3.4	Condition s of Approval	System shall provide ability to track staff comments, determinations, and conditions of approval status during all phases of a project.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
3.5	Condition s of Approval	System shall provide unlimited amount of text space for the user to describe each condition.	Must have	F = Fully Provided	Through the use of memo fields, the user will have an unlimited amount of characters to enter feedback into the system.
3.6	Condition s of Approval	System shall provide ability for each condition to be associated with the department and/or user that issued the condition.	Must have	F = Fully Provided	When conditions are added, the system will document who entered in that condition.
3.7	Condition s of Approval	System shall provide ability to record when the applicant has met conditions.	Must have	F = Fully Provided	

3.8	Condition s of Approval	System shall provide ability to capture conditions related to a sub-division applying to several parcels that may not have official Assessor parcel numbers for several months (e.g. geometry). These conditions must not be missed as development takes place on the new lots.	Must have	F = Fully Provided		
3.9	Condition s of Approval	System shall provide ability to suspend workflows or otherwise stop a project until all applicable conditions are met.	Must have	F = Fully Provided		
3.10	Condition s of Approval	System shall provide ability to group conditions by the milestone tasks they are associated with.	Must have	F = Fully Provided		Attachment 1 - Contract with Tyler Technologies Conditions may be grouped and sorted on the individual case, project, or property they exist on.
3.11	Condition s of Approval	System shall provide ability to link conditions of approval to a workflow.	Must have	F = Fully Provided		
3.12	Condition s of Approval	System shall provide ability to retrieve and edit conditions of approval for a specific master record upon selection of that master record.	Must have	F = Fully Provided		
3.13	Condition s of Approval	System shall allow the entry of ad-hoc conditions of approval by staff with sufficient privileges.	Must have	F = Fully Provided		
4.1	CRM - People Validation	System shall provide ability to validate property owner data against assessor data.	Must have	F = Fully Provided		
4.2	CRM - People Validation	System shall provide ability to validate contractor data against a reliable set of base data.	Must have	F = Fully Provided		The system has the ability to check contractors information before allowing

							them to do work on the project.
4.3	CRM - People Validation	Contact information shall contain: Name	Must have	F = Fully Provided			
4.4	CRM - People Validation	Contact information shall contain: Address(es)	Must have	F = Fully Provided			
4.5	CRM - People Validation	Contact information shall contain: Phone number(s)	Must have	F = Fully Provided			
4.6	CRM - People Validation	Contact information shall contain: Fax	Must have	F = Fully Provided			
4.7	CRM - People Validation	Contact information shall contain: Email address(es)	Must have	F = Fully Provided			
4.8	CRM - People Validation	Contact information shall contain: License number(s)	Must have	F = Fully Provided			
4.9	CRM - People Validation	Contact information shall contain: License class(es)	Must have	F = Fully Provided			
4.10	CRM - People Validation	Contact information shall contain: License expiration date(s)	Must have	F = Fully Provided			
4.11	CRM - People Validation	Contact log shall contain citizen name	Must have	F = Fully Provided			

Attachment 1 - Contract with Tyler Technologies

4.12	CRM - People Validation	Contact log shall contain timestamp	Must have	F = Fully Provided	
4.13	CRM - People Validation	Contact log shall contain citizen phone number	Must have	F = Fully Provided	
4.14	CRM - People Validation	Contact log shall contain citizen email address	Must have	F = Fully Provided	
4.15	CRM - People Validation	Contact log shall contain citizen social media I.D.	Must have	F = Fully Provided	Through the use of Custom Fields, this information can be recorded.
4.16	CRM - People Validation	Contact log shall contain description of the conversation	Must have	F = Fully Provided	Through the use of Custom Fields, this information can be recorded.
4.17	CRM - People Validation	System shall allow files to be attached to a contact log entry	Must have	F = Fully Provided	
4.18	CRM - People Validation	System shall allow contact log entries to be associated with one or more project's Correspondence List.	Must have	F = Fully Provided	Contacts can be associated to multiple ongoing projects.
4.19	CRM - People Validation	Contact log should also provide distribution list functions.	Must have	F = Fully Provided	EnerGov supports the ability to setup automated emails to be sent out to the contacts on a project.

4.20	CRM - People Validation	System shall allow creation of mailing address lists from a project's Correspondence List.	Must have	F = Fully Provided	EnerGov has the ability to produce mailing labels.
4.21	CRM - People Validation	System shall allow the creation of email distribution lists from a project's Correspondence Log	Must have	F = Fully Provided	Email blasts can be generated when email addresses are captured in the system.
4.22	CRM - People Validation	System shall provide ability to avoid duplication of addresses in the Correspondence List.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov supports the ability to associate multiple addresses; however, it does not prompt a user letting them know there is a duplicate on the record, they just have to notice the multiple addresses associated.
5.1	Current Planning	System shall provide the ability to record and track dates and notices of decisions.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
5.2	Current Planning	System shall provide the ability to track Expiration Dates of Entitlements.	Must have	F = Fully Provided	
5.3	Current Planning	The ability to have more than four addresses on one parcel, plus an area for specific addressing notes.	Must have	F = Fully Provided	
5.4	Current Planning	Links to documents that are APN-specific and not related to only a single permit (for contracts, open-space agreements, etc).	Must have	F = Fully Provided	

6.1	Dashboard	System shall include dashboard functionality including summarizing work assigned, work behind schedule, upcoming deadlines.	Must have	F = Fully Provided	Widgets on the home page will allow for a quick view of this information.
6.2	Dashboard	System dashboard shall include history of recently viewed items.	Must have	F = Fully Provided	Recent Cases tab.
6.3	Dashboard	System shall provide user dashboard which displays current outstanding workflow tasks by day, week and month.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	Attachment 1 - Contract with Tyler Technologies EnerGov's dashboard is capable of showing due items, reviews, revenue generated, upcoming inspections, pending plan reviews, and active sessions to name a few. However, through te use of search screens this information can be generated and saved to be run daily.
6.4	Dashboard	System shall allow provide supervisory dashboard with a summary of their direct report's workflow assignments, including on-time, late and upcoming deadlines for workflow tasks.	Must have	F = Fully Provided	
7.1	Doc Mgmt	System shall provide ability to record scanned images of signatures and "sign" (apply authorized signatures to) documents electronically.	Must have	F = Fully Provided	



7.2	Doc Mgmt	System shall provide ability to electronically stamp digital plans and documents.	Must have	3 = Third Party	Blue Beam Revu or Adobe Pro	This functionality is supported through EnerGov's integration with Blue Beam Revu or Adobe Pro.
7.3	Doc Mgmt	System shall provide version control of all documents.	Must have	F = Fully Provided		
7.4	Doc Mgmt	System shall automatically index all documents including meta data and textual content (OCR).	Must have	F = Fully Provided		This functionality could be met through use of the EnerGov Content Management API.
7.6	Doc Mgmt	System shall provide ability to flag and lock document versions as archived records.	Must have	F = Fully Provided		Attachment 1. Contract with Tyler Technologies
7.7	Doc Mgmt	System shall provide ability to store images with metadata.	Must have	F = Fully Provided		
7.8	Doc Mgmt	System shall provide ability to attach documents and images to other documents.	Must have	3 = Third Party	Adobe Pro or Blue Beam Revu	EnerGov recommends utilizing Adobe Pro or Blue Beam Revu for attaching documents to other documents.
7.9	Doc Mgmt	System shall provide ability to attach documents and images to projects.	Must have	F = Fully Provided		

7.10	Doc Mgmt	System shall allow documents to be categorized by user defined flags.	Must have	F = Fully Provided		Exporting multiple documents into a single PDF may be done through Adobe Pro or Blue Beam Revu
7.11	Doc Mgmt	System shall be able to export multiple documents as a single PDF.	Must have	3 = Third Party	Adobe Pro or Blue Beam Revu	
7.12	Doc Mgmt	System shall include a searchable document management system to store documents and images.	Must have	F = Fully Provided	Tyler Content Manager	Tyler Content Manager supports the ability to search on documents and images.
7.13	Doc Mgmt	System shall allow documents to be searched by indexed properties as well as by content.	Must have	F = Fully Provided	Tyler Content Manager	Tyler Content Manager supports this functionality.
8.1	Enforcement	System shall provide ability to track request for dismissal, appeal, correction, subsequent inspections, and removal of order (e.g., dismissal, certificate of correction).	Must have	F = Fully Provided		
8.2	Enforcement	System shall provide ability to track and control all requests from violation thru corrections.	Must have	F = Fully Provided		
8.3	Enforcement	System shall provide ability to allow authorized staff to rescind administrative and other substantive violations based on business rules (e.g., inspection results, submission of proof, research, etc.) including the ability to log, display and report all instances of rescission.	Must have	F = Fully Provided		

8.4	Enforcement	System shall provide ability to allow selected staff to remove violation based on owner/contractors submission of proof the violation has been corrected and that applicable fees/penalties payable to the County have been paid.	Must have	F = Fully Provided	
8.5	Enforcement	System shall provide ability to, upon rescission request, allow for the scheduling of inspections, reporting of inspection results and determination of request disposition (granted, denied) and continuance and rescheduling of hearings.	Must have	F = Fully Provided	
8.6	Enforcement	System shall provide ability to, upon rescission of vacate order, notify all necessary County departments or divisions.	Must have	F = Fully Provided	Attachment 1
8.7	Enforcement	System shall provide ability to prioritize enforcement cases by standards established by each department.	Must have	F = Fully Provided	Contract with Tyler Technologies
8.8	Enforcement	System shall provide ability to track violations based upon violation type, infraction type, and issuing division and department.	Must have	F = Fully Provided	As long as this information is captured with the GIS system, this functionality may be done. If it is not within GIS, an integration would be necessary.
9.1	Extensibility & Integration/IVR	System shall provide ability to access the State's Office of Historic Preservation, including CHRID, (verifies code requirements for rehabilitation of qualifying structures of over 50 years old), without leaving the project and Project Tracking system.	Nice to have	F = Fully Provided	

9.2	Extensibility & Integration n/IVR	System shall interface with HDL Prime (e.g. Business Licenses).	Nice to have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov supports the ability to develop integrations with external systems; however, this interface does not come out of the box. An API or custom integration would need to be built to interface with HDL Prime for an additional cost.
9.3	Extensibility & Integration n/IVR	System shall provide ability to access Assessor information related to applicable parcels.	Must have	F = Fully Provided	- Contract with Tyler Technologies
9.4	Extensibility & Integration n/IVR	System shall provide ability to include hypertext links in the user-defined user interface.	Must have	F = Fully Provided	
9.5	Extensibility & Integration n/IVR	System shall provide the ability to send payment transactions through the common County payment processor (FIS) in encrypted form.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov supports the ability to send payments through the common County payment processor in encrypted form; however, this would require the use of an API or

						custom integration to build the interface.
9.6	Extensibility & Integration n/IVR	System shall provide the ability to accept credit/debit cards.	Must have	F = Fully Provided		
9.7	Extensibility & Integration n/IVR	System shall provide the ability to accept Electronic Funds Transfers.	Must have	F = Fully Provided		
9.8	Extensibility & Integration n/IVR	System shall provide the ability to accept data from interfaced systems including, but not limited to, HDL Prime, PTSM and the Assessors Parcel Fabric (make sure the published documents are used only).	Must have	F = Fully Provided		EnerGov supports accepting data from interfaced systems. This would require the use of an API or custom integration for an additional cost.
9.9	Extensibility & Integration n/IVR	System shall integrate with Selectron IVR.	Must have	F = Fully Provided		
9.10	Extensibility & Integration n/IVR	System shall allow inspection scheduling through Selectron IVR.	Must have	F = Fully Provided		EnerGov provides an IVR API that may be utilized for this.

9.11	Extensibility & Integration n/IVR	System shall allow parcel land use look-up through Selectron IVR.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov provides an IVR API that may be utilized for using selectron IVR; however land use look-up may require a customization.
9.12	Extensibility & Integration n/IVR	System shall provide ability to integrate with Office 365.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
9.13	Extensibility & Integration n/IVR	System shall utilize non-proprietary database technology.	Must have	F = Fully Provided	
9.14	Extensibility & Integration n/IVR	System shall provide ability to interface with existing County SQL Server database systems.	Must have	F = Fully Provided	
9.15	Extensibility & Integration n/IVR	System shall be extensible using non-proprietary technologies.	Must have	F = Fully Provided	
9.16	Extensibility & Integration n/IVR	System shall provide ability to accommodate necessary interfaces as new external systems are developed.	Must have	F = Fully Provided	

9.17	Extensibility & Integration/IVR	Link to PTSM		Must have	F = Fully Provided	EnerGov is built on a Service Oriented Architecture with flexibility of integrating with a variety of systems. Additionally, through the use of EnerGov APIs, links between the system may be streamlined. Additional cost may be required.
9.18	Extensibility & Integration/IVR	Link to HDL Prime		Must have	F = Fully Provided	EnerGov is built on a Service Oriented Architecture with flexibility of integrating with a variety of systems. Additionally, through the use of EnerGov APIs, links between the system may be streamlined. Additional cost may be required.

Attachment 1 Contract with Tyer Technologies

9.19	Extensibility & Integration/IVR	System shall utilize FIS as a payment system.	Must have	F = Fully Provided	EnerGov is built on a Service Oriented Architecture with flexibility of integrating with a variety of systems. Additionally, through the use of EnerGov APIs links between the system may be streamlined. Additional cost may be required.
9.20	Extensibility & Integration/IVR	System shall perform a nightly data synchronization with PTSM.	Must have	F = Fully Provided	EnerGov is built on a Service Oriented Architecture with flexibility of integrating with a variety of systems. Additionally, through the use of EnerGov APIs links between the system may be streamlined. Additional cost may be required.



9.21	Extensibility & Integration/IVR	System shall provide email integration, allowing sent and received messages to be stored in the document manager.	Nice to have	F = Fully Provided	
10.1	Fees & Accounting	System shall provide ability to capture and bill for additional fees, penalties (penalties may be per day, flat amount or based on project fee) and code enforcement costs incurred (including time and materials).	Must have	F = Fully Provided	
10.2	Fees & Accounting	System shall allow for partial payments.	Must have	F = Fully Provided	
10.3	Fees & Accounting	System shall allow for fee payment transfers.	Must have	F = Fully Provided	
10.4	Fees & Accounting	System shall allow for multiple user-defined methods of payment (e.g. payment via credit card, cash, waiver or account).	Must have	F = Fully Provided	
10.5	Fees & Accounting	System shall require comments on all waivers.	Must have	F = Fully Provided	This can be enforced.
10.6	Fees & Accounting	System shall provide ability to support the use of County accounting codes associated with fees.	Must have	F = Fully Provided	
10.7	Fees & Accounting	System shall provide the ability to calculate, assess and track payment of fees.	Must have	F = Fully Provided	
10.8	Fees & Accounting	System shall provide ability to retain historical fee schedules that are no longer active.	Must have	F = Fully Provided	
10.9	Fees & Accounting	System shall allow ability to track what people are paying for on a screen and on a receipt.	Must have	F = Fully Provided	

Attachment 1 - Contract with Tyler Technologies

10.10	Fees & Accounting	System shall allow for purchasing of both permit and non-permit related items.	Must have	F = Fully Provided		You can establish what is released for online payments.
10.11	Fees & Accounting	System shall provide access for certain payments to be paid by someone online.	Must have	F = Fully Provided		
10.12	Fees & Accounting	System shall prevent electronic payment of fees before they are finalized in a given workflow process.	Must have	F = Fully Provided		
10.13	Fees & Accounting	System shall allow for reversal of payments when deemed insufficient and tracked in the payment history.	Must have	F = Fully Provided		Attachment 1 - Contract with Tyler Technologies
10.14	Fees & Accounting	Generate receipts for every transaction	Must have	F = Fully Provided		
10.15	Fees & Accounting	Generate history of every transaction	Must have	F = Fully Provided		
10.16	Fees & Accounting	System shall have full cashiering capabilities.	Must have	F = Fully Provided		
10.17	Fees & Accounting	System shall track who pays what, who receives refunds, how much, and when.	Must have	F = Fully Provided		
10.18	Fees & Accounting	System shall allow for ability to show multiple payments of fees on a receipt and by whom.	Must have	F = Fully Provided		
10.19	Fees & Accounting	System shall automatically update current owner from Assessor data with history of previous owners.	Must have	F = Fully Provided		This information happens live. Once the Tax Assessor updates information, in real time, that

						information gets pushed into EnerGov.
10.20	Fees & Accounting	A leasee of land needs to have a consent of landowner condition of acceptance form.	Must have	F = Fully Provided		
10.21	Fees & Accounting	System shall not allow out of balance accounting transactions.	Must have	F = Fully Provided		
10.22	Fees & Accounting	System shall record payor for every financial transaction along with owner and permit number, if applicable.	Must have	F = Fully Provided		
10.23	Fees & Accounting	System shall automatically create an account when a deposit is received if one does not exist.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.		Attachment 1 - Contract with Tyler Technologies  Through Contact Management, accounts can be managed.
10.24	Fees & Accounting	System shall require a waiver or credit applied to a charge instead of ad hoc changing the fee amount.	Must have	F = Fully Provided		
10.25	Fees & Accounting	System shall provide an audit trail of who paid, when, what and why.	Must have	F = Fully Provided		
10.26	Fees & Accounting	System shall support user-defined Performance Bond Agreements.	Must have	F = Fully Provided		

10.27	Fees & Accounting	Performance Bond Agreements shall include bond type, activation date, compliance date, bond indicator number, date entered, date released, dollar amount, and notes.	Must have	F = Fully Provided		Bonds are fully tracked in EnerGov.
10.28	Fees & Accounting	System shall generate user-defined default fees based upon project type and location.	Must have	F = Fully Provided		
10.29	Fees & Accounting	System shall automatically update fee amounts when fees are based on external factors (e.g. valuations).	Must have	F = Fully Provided		
10.30	Fees & Accounting	System shall allow fee estimates to be saved with a contact and location.	Must have	F = Fully Provided		
11.1	General System	System shall provide ability to issue and track user-defined multi-phase projects.	Must have	F = Fully Provided		
11.2	General System	System shall provide ability to prioritize projects based on user-defined parameters (e.g., health and safety issues).	Must have	F = Fully Provided		
11.3	General System	System shall provide a checklist of requirements to guide users through the submission process based on user-defined project type and workflows.	Must have	F = Fully Provided		
11.4	General System	All comment fields shall have an unlimited text length.	Must have	F = Fully Provided		
11.5	General System	System shall provide ability to record the user and date assigned to each workflow task.	Must have	F = Fully Provided		EnerGov can track due dates fully in the system.
11.6	General System	System shall provide ability to change the user and date assigned to each workflow task, and keep a history of assignments.	Must have	F = Fully Provided		

Attachment 1 - Contract with Tyler Technologies

11.7	General System	System shall provide ability to distinguish all notes (input from staff) as public or staff only.	Must have	F = Fully Provided	Notes are time and date stamped. The system also notes who entered that note into the system.
11.8	General System	System shall provide ability to distinguish all comments (input from public) as public or staff only.	Must have	F = Fully Provided	Comments are time and date stamped. The system also notes who entered that comment into the system.
11.9	General System	System shall provide ability for users to add time stamped notes on any screen and attach documents.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
11.10	General System	System shall provide ability for users to attach files (documents and images) on any file or screen.	Must have	F = Fully Provided	
11.11	General System	Notes shall be indexed by Master Record, parcel number and/or geometry, staff adding the note, location of note in system (screen where note was added) and citizen contact if any.	Must have	F = Fully Provided	
11.12	General System	System shall provide ability to create user-defined validation rules.	Must have	F = Fully Provided	
11.13	General System	System shall allow for fee list to be searchable.	Must have	F = Fully Provided	
11.14	General System	System shall support signature pad functionality. When an error occurs system shall provide a description of the nature of the error and suggest a solution.	Must have	F = Fully Provided	EnerGov notes all required fields with a red exclamation mark. Also, error
11.15	General System		Must have	F = Fully Provided	

					messages are configurable in the system.
11.16	General System	System shall provide field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (i.e., warnings when entering an invalid address, etc.).	Must have	F = Fully Provided	
11.17	General System	System shall provide end-user productivity tools with a modern graphical user interface.	Must have	F = Fully Provided	
11.18	General System	System shall provide for each data entry field to have a meaningful default where applicable.	Must have	F = Fully Provided	
11.19	General System	System shall provide optional auto-fill capability for transaction/field entry throughout all modules where applicable.	Must have	F = Fully Provided	Through the use of GIS, multiple fields on the map details screen can be auto populated. Also when configuring the project, certain fields can be set to auto populate upon creation.
11.20	General System	System shall provide the ability to restrict free form entry based on data type and user-defined lists (e.g., provide drop down calendar for date field, project types).	Must have	F = Fully Provided	
11.21	General System	System shall provide intelligent spell-checking of text fields.	Must have	F = Fully Provided	
11.22	General System	System shall provide ability to minimize the necessity of the mouse when user performs data entry tasks.	Must have	F = Fully Provided	

11.23	General System	System shall provide non Planning and Building Department staff the ability to perform data entry on elements that pertain to their specific function.	Must have	F = Fully Provided		
11.24	General System	System shall provide field-level help, extensive validation, and clear error messages for users.	Must have	F = Fully Provided		
11.25	General System	System on-line help shall provide options for additional support including phone and fax number and a pre-formatted e-mail problem report.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov supports the ability to include on-line help information, but a custom report would be required for a pre-formatted email problem report.	Attachment 1 - Contract with Tyler Technologies
11.26	General System	The system shall provide ability to incorporate user-defined business and processing rules including validation of information entered.	Must have	F = Fully Provided		
11.27	General System	System shall require minimal navigation to complete common tasks.	Must have	F = Fully Provided		
11.28	General System	System shall provide a user interface that integrates information from multiple components into a unified display by business area or work type.	Must have	F = Fully Provided		
11.29	General System	System shall provide a method to "drill down" to related data as needed.	Must have	F = Fully Provided	EnerGov uses Advanced Search screens to help define parameters.	
11.30	General System	System shall provide ability to establish and enforce user-defined data validation rules.	Must have	F = Fully Provided		

11.31	General System	System shall provide for comprehensive project tracking including, but not limited to, logging of task status, contact history, issues, etc.	Must have	F = Fully Provided		
11.32	General System	System shall provide ability to support collaborative work activities.	Must have	F = Fully Provided		
11.33	General System	System shall provide ability to make all attribute data related to a spatial record available in an integrated fashion, (e.g. data from other departments, number and type of projects, project status, work flow, history, history of changes of use, owner data, property type, flags-alerts, parcel numbers). System shall provide customizable tutorial assistance to users (both administrators and end-users) as part of the graphical user interface, describing the tasks or functions that a selected field performs.	Must have	F = Fully Provided		<p>Attachment 1 - Contract with Tyler Technologies</p> <p>EnerGov provides centralized access to comprehensive system documentation from within the application via the EnerGov Help File. This includes context sensitive searching, full indexing, favorite topics etc. Additionally, all custom fields have a field tip available that may let them know exactly what a field does.</p>
11.34	General System		Must have	F = Fully Provided		
11.35	General System	System shall provide ability to apply locks to prevent race conditions and to ensure correct updating of data.	Must have	F = Fully Provided		



11.36	General System	System shall provide ability to support real time access and batch update processing of information.	Must have	F = Fully Provided	
11.37	General System	System shall provide customizable user interfaces, including ability to customize system menus and forms, by authorized administrative users.	Must have	F = Fully Provided	
11.38	General System	System shall provide the ability for individual users to customize their user interfaces.	Must have	F = Fully Provided	EnerGov allows different users to have different roles in the system. This in return gives users the flexibility to "turn on or off" certain screens that they may or may not be working in.
11.39	General System	System shall provide automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically send alerts for job failures.	Must have	F = Fully Provided	
11.40	General System	System shall provide ability to easily upgrade to future operating systems, database and third party software and utilities.	Must have	F = Fully Provided	
11.41	General System	System shall provide ability to integrate with Microsoft Office Suite including Office 365.	Must have	F = Fully Provided	
11.42	General System	System shall provide ability to maintain multiple operating environments for development, test, training and production.	Must have	F = Fully Provided	
11.43	General System	System shall be Simple Network Management Protocol (SNMP) compliant.	Must have	F = Fully Provided	
11.44	General System	System shall support individual server configuration, e.g. clustering (physical and virtual).	Must have	F = Fully Provided	

Attachment 1 - Contract with Tyler Technologies

11.45	General System	System shall support central data storage configuration (SAN or NAS).	Must have	F = Fully Provided	This is contingent upon the number of users and level of use within the application.
11.46	General System	System shall avoid high levels of persistent disk I/O.	Must have	F = Fully Provided	
11.47	General System	System shall minimize network traffic between the client application and the server.	Must have	F = Fully Provided	
11.48	General System	System shall provide the tools to balance the response time needs of mission critical business processes with other applications.	Must have	F = Fully Provided	Existing database tools and network tools can be used to optimize and monitor the system. We have also an ability to disable non-essential background tasks on demand
11.49	General System	System shall optimize database indexing techniques.	Must have	F = Fully Provided	
11.50	General System	System shall provide the tools to view the status of a transaction.	Must have	F = Fully Provided	
11.51	General System	Vendor shall provide minimum and optimal hardware specifications for a virtualized environment.	Must have	F = Fully Provided	
11.52	General System	System shall provide a typical transaction on the server to occur on average in less than one-half second.	Must have	F = Fully Provided	This requirement is highly dependent on the configuration of the servers, but with optimized

Attachment 1 - Contract with Tyler Technologies

					setup, this requirement is easily met.
11.53	General System	Responses for the most common requests should be processed on the server in no more than 1 second. System shall maintain 99.9 % availability - including during planned maintenance.	Must have	F = Fully Provided	This requirement is highly dependent on the configuration of the servers, but with optimized setup, this requirement is easily met.
11.54	General System		Must have	F = Fully Provided	Attachment 1 - Contracts with Tyler Technologies Tyler's SaaS solutions guarantees 99.9% availability. On-premise solutions are at the discretion of the County.
11.55	General System	System shall provide ability to assign tasks to staff based on user-defined business rules.	Must have	F = Fully Provided	
11.56	General System	System shall provide ability to allow multiple users to query information, run reports and view the same records simultaneously.	Must have	F = Fully Provided	
11.57	General System	System shall provide a cancel/accept option as a system feature for any data entry screen or document creation.	Must have	F = Fully Provided	
11.58	General System	System shall maintain a consistent throughput with increased transaction rates.	Must have	F = Fully Provided	

11.59	General System	Vendor shall provide updates to the Permit Tracking System within six months of version releases from Esri.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
11.60	General System	Vendor shall provide updates to the Permit Tracking System within six months of version releases of Microsoft SQL Server.	Must have	F = Fully Provided	
12.1	GIS	System shall record user defined attributes based on user defined layers at time a spatial record is assigned to a project (i.e. to establish a "snapshot in time").	Must have	F = Fully Provided	
12.2	GIS	System shall report (compile and display) current user-defined attributes based on user-defined layers for spatial records assigned to a project (i.e. live data).	Must have	F = Fully Provided	
12.3	GIS	System shall provide ability to track multiple properties owned by one person or entity.	Must have	F = Fully Provided	
12.4	GIS	System shall provide the ability to relate master record to condominium owners and the specific units they own within the same building as part of the state statutory condominium subdivision law.	Must have	F = Fully Provided	
12.5	GIS	System shall provide the ability to perform spatial queries by staff.	Must have	F = Fully Provided	
12.6	GIS	System shall provide the ability to perform spatial queries by the public on publically accessible data.	Must have	F = Fully Provided	
12.7	GIS	System shall provide the ability to perform attribute queries by staff.	Must have	F = Fully Provided	
12.8	GIS	System shall provide the ability to perform attribute queries by the public on publically accessible data.	Must have	F = Fully Provided	
12.9	GIS	System shall utilize GIS data and interactive maps to allow the selection of a single spatial record or group of spatial records.	Must have	F = Fully Provided	EnerGov is a GIS integrated system that allows for spatial collections.

12.10	GIS	System shall include the ability to associate any spatial record which could be user-defined, with a Correspondence List (e.g. mail/email notification list).	Must have	F = Fully Provided	
12.11	GIS	System shall include the ability to query against both current and saved geometries.	Must have	F = Fully Provided	Spatial history is saved in EnerGov.
12.12	GIS	System shall include the ability to automatically include a map with any correspondence list generated from a spatial query.	Must have	F = Fully Provided	Advanced Search screens in EnerGov allow the user to map results.
12.13	GIS	System shall not negatively impact the performance of the existing enterprise ArcGIS implementation.	Must have	F = Fully Provided	
12.14	GIS	System shall include GIS network analysis capabilities.	Must have	F = Fully Provided	
13.1	Inspection	System shall provide ability to link files (including scanned images, photos, and written records, etc.) to an inspection record.	Must have	F = Fully Provided	
13.2	Inspection	System shall provide ability to schedule date-based repeating inspections (i.e., annual housing inspections).	Must have	F = Fully Provided	
13.3	Inspection	System shall provide ability to establish and manipulate the order of inspections.	Must have	F = Fully Provided	
13.4	Inspection	System shall provide ability to manually enter the results of non-scheduled inspections.	Must have	F = Fully Provided	
13.5	Inspection	System shall provide ability to create a checklist of required inspections and prohibit the approval of a final inspection until all other required inspections are completed.	Must have	F = Fully Provided	
14.1	Long Range Planning	System shall provide the ability to record and track dates and notices of multiple decisions.	Must have	F = Fully Provided	EnerGov has tracks date fields on the main details of the

Attachment 1 - Contract with Tyler Technologies

					record. Custom Fields can also be built to track dates.
15.1	Master Record	System shall provide ability to track multiple phases for any project (e.g. permit, case, application).	Must have	F = Fully Provided	EnerGov tracks this with statuses and the use of the workflow.
15.2	Master Record	System shall provide method for establishing unique project identification.	Must have	F = Fully Provided	EnerGov allows for case type numbering.
15.3	Master Record	System shall require each new project to be associated with one or more spatial records (point, line, polygon).	Must have	F = Fully Provided	The system is capable of marking certain fields as required.
15.4	Master Record	System shall store attribute data for all associated spatial records (parcel number, snapshot in time).	Must have	F = Fully Provided	Contract with Tyler Technologies
15.5	Master Record	System shall provide ability to track projects based upon user-defined attributes.	Must have	F = Fully Provided	
		System shall provide ability to keep a list of decision dates attached to a master record (e.g. workflow milestones can automatically attach a decision date to a master record).			
15.6	Master Record	System shall provide ability to associate files (documents and images) with a project.	Must have	F = Fully Provided	EnerGov allows for attachments
15.7	Master Record		Must have	F = Fully Provided	EnerGov is capable of supporting Child to Parent Project relationships.
15.8	Master Record	System shall provide ability to associate a project with other projects.	Must have	F = Fully Provided	

15.9	Master Record	System shall utilize soft delete for projects.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.	EnerGov does allow for deletion of records. It is based on User Role.
15.10	Master Record	System shall provide ability to flag projects that are being appealed.	Must have	F = Fully Provided	Attachment 1 - Contract with
15.11	Master Record	System shall provide ability to associate one or more people with a project (CRM).	Must have	F = Fully Provided	Unlimited amount of contacts are allowed on a record.
15.12	Master Record	System shall provide version control of all project information.	Must have	F = Fully Provided	
15.13	Master Record	System shall include the following project attribute: Correspondence List (e.g. mail/email notification list)	Must have	F = Fully Provided	Contract with
15.14	Master Record	System shall include the following project attribute: Project description	Must have	F = Fully Provided	Description fields are located on the main details screen.
15.15	Master Record	System shall include the following project attribute: Spatial records (point, line or polygon)	Must have	F = Fully Provided	Tyler Technologies
15.16	Master Record	System shall include the following project attribute: Project type	Must have	F = Fully Provided	
15.17	Master Record	System shall include the following project attribute: Project sub-type	Must have	F = Fully Provided	
15.18	Master Record	System shall include the following project attribute: Staff (multiple)	Must have	F = Fully Provided	

15.19	Master Record	System shall include the following project attribute: People (multiple, role based Customer Relationship Management)	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
15.20	Master Record	System shall include the following project attribute: Date created	Must have	F = Fully Provided	
15.21	Master Record	System shall include the following project attribute: Workflow milestone dates	Must have	F = Fully Provided	
15.22	Master Record	System shall include the following project attribute: Workflows	Must have	F = Fully Provided	
15.23	Master Record	System shall include the following project attribute: Documents (linked to document management system)	Must have	F = Fully Provided	
15.24	Master Record	System shall include the following project attribute: Fees	Must have	F = Fully Provided	
15.25	Master Record	System shall include the following project attribute: Conditions	Must have	F = Fully Provided	
15.26	Master Record	System shall include the following project attribute: Notes	Must have	F = Fully Provided	
15.27	Master Record	System shall include the following project attribute: Citizen contact log	Must have	F = Fully Provided	
15.28	Master Record	System shall include the following project attribute: Date completed	Must have	F = Fully Provided	
15.29	Master Record	System shall provide tools that allow administrative users to extend a master record with user-defined attributes and data types (e.g. planning application, building permit).	Must have	F = Fully Provided	
15.30	Master Record	System shall provide ability to add user-defined flags to a master record (e.g. low income project, enforcement related project).	Must have	F = Fully Provided	
15.31	Master Record	System shall include the following project attribute: Inspections.	Must have	F = Fully Provided	



15.32	Master Record	System shall automatically populate parcel history from GIS based upon selected APNs or selected geometries.	Must have	F = Fully Provided	Addresses, Parcels, Zones, and Districts are all connected using GIS in EnerGov.
15.33	Master Record	System shall provide ability to prevent a parent project from being finalized until all child projects are finalized.	Must have	F = Fully Provided	
15.34	Master Record	System shall provide ability to allow a project to have an overall project status in addition to workflow and associated project statuses.	Must have	F = Fully Provided	
15.35	Master Record	System shall provide the ability to track the history of all status changes (the dates of change and status).	Must have	F = Fully Provided	
15.36	Master Record	System shall provide ability to change project parent/child relationships due to changes in the project.	Must have	F = Fully Provided	
15.37	Master Record	System shall provide ability to change the master record type and/or sub-type prior to project issuance and recalculate fees.	Must have	F = Fully Provided	
15.38	Master Record	System shall be able to attach the master record to an existing geometry or to create a new geometry, based upon user-defined business rules.	Must have	F = Fully Provided	
15.39	Master Record	System shall provide warning messages when user attempts to start a new master record based on user defined rules (e.g., Homeowner's Association approval, area plan standards, height restrictions, biological habitat areas, Code Enforcement violations, environmental issues, etc.).	Must have	F = Fully Provided	
15.40	Master Record	System shall provide ability to clone a master record, and include selected information from the original record in the cloned record.	Must have	F = Fully Provided	

Attachment 1 - Contract with Tyler Technologies

16.1	Portal / Web / Mobile	Website shall support multiple languages.	Must have	F = Fully Provided	EnerGov's Citizen Self Service Portal portal supports this requirement.
16.2	Portal / Web / Mobile	System shall provide the ability to flag any data to preclude it from being posted on the internet or available as a public record.	Must have	F = Fully Provided	
16.3	Portal / Web / Mobile	System shall allow anonymous complaints to be submitted over the Internet.	Must have	F = Fully Provided	
16.4	Portal / Web / Mobile	System shall provide HTML-based interactive help.	Must have	F = Fully Provided	Attachment 1 - Contact with Tyler Technologies EnerGov's Citizen Self Service Portal supports the ability to provide HTML-based interactive help
16.5	Portal / Web / Mobile	System shall comply with modern industry standard web development policies and procedures (e.g. Section 508 compliance, HTML5).	Must have	F = Fully Provided	
16.6	Portal / Web / Mobile	System shall allow secure access by County staff from both internal and external networks.	Must have	F = Fully Provided	
16.7	Portal / Web / Mobile	System shall provide the General System public with appropriate role-based access via the Internet.	Must have	F = Fully Provided	EnerGov's Citizen Self Service Portal is fully section 508 compliant and HTML5.
16.8	Portal / Web / Mobile	System shall support on-line collection of fees.	Must have	F = Fully Provided	
16.9	Portal / Web / Mobile	Ability for authorized users to schedule and cancel inspections related to their project via a web-based interface (e.g. applicants and their contractors).	Must have	F = Fully Provided	

16.10	Portal / Web / Mobile	System shall allow multiple user, remote and distributed access.	Must have	F = Fully Provided	
16.11	Portal / Web / Mobile	System shall provide an open architecture for user and system interfaces based on current and industry-accepted standards for web applications.	Must have	F = Fully Provided	
16.12	Portal / Web / Mobile	System shall implement real-time updates in the browser user interface (e.g. long polling).	Must have	F = Fully Provided	
16.13	Portal / Web / Mobile	System shall adhere to accessibility standards as specified by Federal Access Board's Section 508 and W3C Web Content Accessibility Guidelines (WCAG ).	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
16.14	Portal / Web / Mobile	System shall support industry standard network protocols (e.g. TCP/IP).	Must have	F = Fully Provided	
16.15	Portal / Web / Mobile	System shall provide fully functional (read and write) access from mobile devices.	Must have	F = Fully Provided	
16.16	Portal / Web / Mobile	System shall provide users the ability to access real-time data on mobile devices.	Must have	F = Fully Provided	
16.17	Portal / Web / Mobile	Mobile device support shall include "store and forward" for offline access (e.g. areas without mobile connectivity).	Must have	F = Fully Provided	
16.18	Portal / Web / Mobile	System server and client software shall maintain system and data integrity in case of power failures and abrupt shutdowns.	Must have	F = Fully Provided	
16.19	Portal / Web / Mobile	System shall be capable of restarting and recovering after system failure with no more than five minutes of transaction activity loss.	Must have	F = Fully Provided	Tyler's SaaS model supports disaster recovery within minutes of a system crashing. On-

						premise solutions are maintained by the County.
16.20	Portal / Web / Mobile	System shall provide incremental, differential, and full backups and the ability to restore the database and core and customized software.	Must have	F = Fully Provided		
16.21	Portal / Web / Mobile	System shall provide ability to support remote data entry, (e.g. recording inspections in the field), including store and forward for disconnected users.	Must have	F = Fully Provided		
16.22	Portal / Web / Mobile	System shall allow for voice activated recognition for notes and inspection sign-offs.	Nice to have	F = Fully Provided		
16.23	Portal / Web / Mobile	System shall provide ability for clients and public to establish a logon ID/password via a multi-step verification process (e.g., email verification with unique URL to verify/activate account).	Must have	F = Fully Provided		
16.24	Portal / Web / Mobile	The system shall provide clients/public users ability to change their own password.	Must have	F = Fully Provided		
16.25	Portal / Web / Mobile	System shall provide authorized clients/public users with the ability to submit an application online with electronic plan submittals.	Must have	F = Fully Provided		
17.1	Reporting /Forms	System shall provide ability to generate accurate and reliable reports.	Must have	F = Fully Provided		
17.2	Reporting /Forms	System shall provide ability to generate address lists for mail merges based on parcel ownership data by either text or geographic selection.	Must have	F = Fully Provided		
17.3	Reporting /Forms	System shall provide ability to automatically generate notices of expiration based upon user defined time periods.	Must have	F = Fully Provided		

Attachment 1 - Contract with Tyler Technologies

17.4	Reporting /Forms	System shall provide ability to generate template based reports upon demand (e.g. Certificate of Occupancy, Building Permit, Notice of Violation).	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
17.5	Reporting /Forms	System shall provide the ability to generate ad hoc reports, including lists of all of the master records based on user defined text and geometric inputs.	Must have	F = Fully Provided	
17.6	Reporting /Forms	System shall provide ability to search master records based on multiple attributes (e.g., project number, project address, project name, application date range, etc.).	Must have	F = Fully Provided	
17.7	Reporting /Forms	System shall provide ability to do statistical analysis based on user defined requirements.	Must have	F = Fully Provided	
17.8	Reporting /Forms	System shall provide the ability to produce reports such as outlined in Appendix A.	Must have	F = Fully Provided	
17.9	Reporting /Forms	System shall provide ability to restrict access to reports based on user roles.	Must have	F = Fully Provided	
17.10	Reporting /Forms	System shall provide ability to report on pending and overdue workflow tasks including task information and staff assigned.	Must have	F = Fully Provided	
17.11	Reporting /Forms	System shall provide ability to print reports in the field.	Must have	F = Fully Provided	
17.12	Reporting /Forms	System shall provide ability to use contact information to create a mailing list.	Must have	F = Fully Provided	
17.13	Reporting /Forms	System shall provide ability to store record names and addresses of those to whom a notice is sent.	Must have	F = Fully Provided	
17.14	Reporting /Forms	System shall provide ability to print mailing labels (e.g. Avery labels).	Must have	F = Fully Provided	
17.15	Reporting /Forms	System shall provide ability to print labels for attaching to folders, etc. (e.g. Dymo or Zebra label printers).	Must have	F = Fully Provided	

17.16	Reporting /Forms	System shall provide ability to generate reports from within the application.	Must have	F = Fully Provided	
17.17	Reporting /Forms	System shall provide the user with the ability to "drill down" from search results to the respective and supporting source records.	Must have	F = Fully Provided	
17.18	Reporting /Forms	System shall provide ability for report distribution, including attachments, via the Internet, print, fax, and email.	Must have	F = Fully Provided	
17.19	Reporting /Forms	System shall provide ability to print associated documents, graphic maps, photos or drawings.	Must have	F = Fully Provided	
17.20	Reporting /Forms	System shall provide secure access for the applicant to review supporting information for their projects through the Internet.	Must have	F = Fully Provided	
17.21	Reporting /Forms	System shall provide ability to generate a report of attributes of any given record type and identify required attributes.	Must have	F = Fully Provided	EnerGov comes with a set of standard reports as well as the ability for custom reporting. EnerGov also comes with a series of adhoc search screens.
17.22	Reporting /Forms	System shall provide tools for benchmarking performance to compare processing times between users and across projects and departments based on user-defined parameters.	Must have	F = Fully Provided	System utilizes time tracking as well as due dates.
17.23	Reporting /Forms	System shall provide ability to generate a report of recorded times entered by all users to bill customers.	Must have	F = Fully Provided	
17.24	Reporting /Forms	System shall provide ability to generate management reports on recorded performance metrics, measured by both user and timeframes.	Must have	F = Fully Provided	

Attachment 1 - Contract with Tyler Technologies

17.25	Reporting /Forms	System shall provide ability to schedule reporting (with and without end-user input parameters).	Must have	F = Fully Provided		
17.26	Reporting /Forms	System shall provide ability to schedule frequent or lengthy reports to run at specified times.	Must have	F = Fully Provided		
17.27	Reporting /Forms	System shall provide ability to track the review activity and comments / correction checklist made by staff, including correspondence or communication materials sent to or shared with the applicant.	Must have	F = Fully Provided		
17.28	Reporting /Forms	System shall provide ability to accumulate comments from all reviewers and issue one letter that consolidates all comments.  System shall provide ability to modify reports prior to printing. Modified versions are flagged and saved to document manager.	Must have	F = Fully Provided		Attachment 1 - Contract with Tyler Technologies
17.29	Reporting /Forms		Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.		Report parameters can be modified and document can be stored in the enterprise system. However, a third party document management system would need to be integrated in wanted a document management system.
17.30	Reporting /Forms	System shall provide ability to automatically generate letters to the project contact person when there has been no required client response on a project based on user-defined parameters (e.g., 180 days).	Must have	F = Fully Provided		

17.31	Reporting /Forms	System shall provide ability for authorized users to generate both system and user-defined reports.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
17.32	Reporting /Forms	System shall provide ability for ad hoc report generation to include run-time parameters.	Must have	F = Fully Provided	
18.1	System Administration/ Security/ Auditing	System shall provide security so that once a list of conditions for a workflow has been finalized, users may not delete or alter such conditions without sufficient privileges.	Must have	F = Fully Provided	
18.2	System Administration/ Security/ Auditing	System shall provide ability to record changes to project description during application review process, including maintaining historical records on initial submittal.	Must have	F = Fully Provided	
18.3	System Administration/ Security/ Auditing	System shall provide ability to use user-created/user-defined fields for incorporating into reports, printed projects and other types of required outputs.	Must have	F = Fully Provided	
18.4	System Administration/ Security/ Auditing	System shall allow for auto verification of field inputs to be included where appropriate.	Must have	F = Fully Provided	
18.5	System Administration/ Security/ Auditing	System shall provide ability to design a user-defined user interface layout to make data-entry columns and fields match the order of information in source documents.	Must have	F = Fully Provided	
18.6	System Administration/	System shall allow canceling of inactive clients/public accounts after a specified period of time.	Must have	F = Fully Provided	



	Security/ Auditing					Attachment 1 - Contract with Tyler Technologies
18.7	System Administra- tion/ Security/ Auditing	System shall provide ability to read staff credentials from Active Directory.	Must have	F = Fully Provided		
18.8	System Administra- tion/ Security/ Auditing	System shall provide the ability to temporarily delegate roles and responsibilities to staff (e.g. vacation or sick time coverage).	Must have	F = Fully Provided		
18.9	System Administra- tion/ Security/ Auditing	System shall provide for secure user login and user access control.	Must have	F = Fully Provided		
18.10	System Administra- tion/ Security/ Auditing	System shall provide ability to generate audit-tracking reports for user access and usage logs.	Must have	F = Fully Provided		
18.11	System Administra- tion/ Security/ Auditing	System shall track all logins and logouts including login failures.	Must have	F = Fully Provided		EnerGov's Citizen Self Service Portal supports this requirement.
18.12	System Administra- tion/ Security/ Auditing	System shall provide transaction logs to record executed functions to facilitate diagnosis and reconciliation of system errors.	Must have	F = Fully Provided		

18.13	System Administration/Security/Auditing	System shall provide a comprehensive application development tool kit (e.g., debugger, screen generator, user-defined tables and fields and web development).	Must have	F = Fully Provided	
18.14	System Administration/Security/Auditing	System shall provide system administration and management tools (user privileges, access and security administration, etc.)	Must have	F = Fully Provided	
18.15	System Administration/Security/Auditing	System shall provide ability for system administrator to limit access to administration and management tools to specified users.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
18.16	System Administration/Security/Auditing	System shall provide utilities and tools to monitor resource utilization.	Must have	F = Fully Provided	
18.17	System Administration/Security/Auditing	System shall provide tools for user-defined report generation.	Must have	F = Fully Provided	
18.18	System Administration/Security/Auditing	System implementation shall include legacy data migration as outlined in the Request for Proposal.	Must have	F = Fully Provided	
18.19	System Administration/	System shall be compatible with the County's existing IT infrastructure.	Must have	F = Fully Provided	

	Security/ Auditing						Attachment 1 - Contract with Tyler Technologies
18.20	System Administra- tion/ Security/ Auditing	System shall provide self-monitoring and alert the system administrators when issues are detected.	Must have	F = Fully Provided			
18.21	System Administra- tion/ Security/ Auditing	System shall provide ability to restrict the types of operations (e.g., read, write, delete) that users can perform based upon Active Directory roles.	Must have	F = Fully Provided			
18.22	System Administra- tion/ Security/ Auditing	System shall comply with all applicable County mandated security protocols and standards.	Must have	F = Fully Provided			
18.23	System Administra- tion/ Security/ Auditing	System shall provide the ability to encrypt all data.	Must have	F = Fully Provided			
18.24	System Administra- tion/ Security/ Auditing	System shall use Active Directory for centralized user management (add, delete, change, access levels etc.).	Must have	F = Fully Provided			
18.25	System Administra- tion/ Security/ Auditing	System shall provide staff with single sign-on support through Active Directory.	Nice to have	F = Fully Provided			

18.26	System Administration/ Security/ Auditing	System shall provide ability to automatically logout users based on an inactivity/idle timeout period.	Must have	F = Fully Provided		
18.27	System Administration/ Security/ Auditing	System shall provide row/field level security on data elements in databases.	Must have	F = Fully Provided		
18.28	System Administration/ Security/ Auditing	System shall provide ability to restrict access to system functionality or modules based on user permissions.	Must have	F = Fully Provided		
18.29	System Administration/ Security/ Auditing	System shall provide ability to restrict access to specific fields or screens in the user interface based on user permissions.	Must have	F = Fully Provided		
18.30	System Administration/ Security/ Auditing	System shall implement either claims-based or role-based security.	Must have	F = Fully Provided		
18.31	System Administration/ Security/ Auditing	System shall provide ability to store a record of all changes including who made the change, when it was made, what fields were changed, and what data changed.	Must have	F = Fully Provided		
18.32	System Administration/	System shall provide an audit trail for all transaction and data updates.	Must have	F = Fully Provided		

Attachment 1 - Contract with Tyler Technologies

	Security/ Auditing					Attachment 1 - Contract with Tyler Technologies
18.33	System Administ ration/ Security/ Auditing	System shall provide ability for authorized users to permanently reassign tasks to other users.	Must have	F = Fully Provided		
18.34	System Administ ration/ Security/ Auditing	System shall encrypt all transmissions over public networks (Internet) via SSL/HTTPS.	Must have	F = Fully Provided		
18.35	System Administ ration/ Security/ Auditing	System shall prevent potential race conditions.	Must have	F = Fully Provided		
18.36	System Administ ration/ Security/ Auditing	System shall allow Administrator or supervisory users only to create flags used to flag Master Records, Documents, etc.	Must have	F = Fully Provided		
19.1	System Setup	Vendor shall provide comprehensive manuals covering all aspects of system configuration.	Must have	F = Fully Provided		
19.2	System Setup	Vendor shall provide comprehensive manuals covering all aspects of system use.	Must have	F = Fully Provided		
19.3	System Setup	Vendor shall provide comprehensive manuals covering all aspects of system Application Programming Interfaces (APIs) and integration.	Must have	F = Fully Provided		

20.1	Workflow & Time Tracking/Calendar	System shall provide warning messages when user attempts to start a new workflow task based on user defined rules (e.g., Homeowner's Association approval, area plan standards, height restrictions, biological habitat areas, Code Enforcement violations, environmental issues, etc.).	Must have	F = Fully Provided	
20.2	Workflow & Time Tracking/Calendar	Workflow system shall be modular such that workflows can be added to any project.	Must have	F = Fully Provided	
20.3	Workflow & Time Tracking/Calendar	Workflows shall be able to contain individual tasks and other workflows.	Must have	F = Fully Provided	
20.4	Workflow & Time Tracking/Calendar	System shall provide ability to remind users about key dates and deadlines based upon workflows.	Must have	F = Fully Provided	
20.5	Workflow & Time Tracking/Calendar	System shall provide ability to record whether all required approvals have been received from internal and external agencies.	Must have	F = Fully Provided	
20.6	Workflow & Time Tracking/Calendar	System shall provide the ability to set user defined key dates and timelines for a workflow (e.g. dates of public comment periods).	Must have	F = Fully Provided	
20.7	Workflow & Time Tracking/Calendar	System shall provide the ability to disable related workflows and prevent actions on a project if workflow requirements have not been satisfied (e.g. prevent issuance if fees have not been paid).	Must have	F = Fully Provided	
20.8	Workflow & Time Tracking/Calendar	System shall provide calendaring functions for user defined events (e.g. public hearings, staff meetings and applicant meetings).	Must have	F = Fully Provided	

Attachment 1 - Contract with Tyler Technologies

20.9	Workflow & Time Tracking/Calendar	System shall provide the ability to record and track the results of public hearings.	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
20.10	Workflow & Time Tracking/Calendar	System shall include automated reminder functionality for key workflow dates.	Must have	F = Fully Provided	
20.11	Workflow & Time Tracking/Calendar	System shall provide ability to support projects that do not have associated fees (e.g. mitigation monitoring was paid for within another project).	Must have	F = Fully Provided	
20.12	Workflow & Time Tracking/Calendar	System shall provide ability to record a final approval for a project to be issued with appropriate security features in order to prevent any modifications to the project status or state.	Must have	F = Fully Provided	
20.13	Workflow & Time Tracking/Calendar	System shall provide ability to support rapid over the counter project issuance.	Must have	F = Fully Provided	
20.14	Workflow & Time Tracking/Calendar	System shall provide ability for applicable users to electronically sign workflow approvals.	Must have	F = Fully Provided	
20.15	Workflow & Time Tracking/Calendar	System shall provide ability to enforce business rules via workflows including prevention of project issuance and referrals to other departments.	Must have	F = Fully Provided	
20.16	Workflow & Time Tracking/Calendar	System shall provide ability to report workflow delinquencies where responsibilities are not completed in a timely manner.	Must have	F = Fully Provided	

20.17	Workflow & Time Tracking/Calendar	System shall provide ability to track process service (request and completion).	Must have	F = Fully Provided	Attachment 1 - Contract with Tyler Technologies
20.18	Workflow & Time Tracking/Calendar	System shall provide ability to change project status along with date based on workflow results.	Must have	F = Fully Provided	
20.19	Workflow & Time Tracking/Calendar	System shall provide ability to reverse or rescind project status changes and update all related information.	Must have	F = Fully Provided	
20.20	Workflow & Time Tracking/Calendar	System shall provide ability for supervisors to reassign or delegate tasks (e.g. staff vacations).	Must have	F = Fully Provided	
20.21	Workflow & Time Tracking/Calendar	System shall provide ability to automatically schedule and send notifications based on pre-defined workflows.	Must have	F = Fully Provided	
20.22	Workflow & Time Tracking/Calendar	System shall provide ability for users to flag projects and request notification when actions are taken on the project (e.g., violation is abated).	Must have	F = Fully Provided	
20.23	Workflow & Time Tracking/Calendar	System shall provide ability to alert the applicable users of the next required action for a particular workflow.	Must have	F = Fully Provided	
20.24	Workflow & Time Tracking/Calendar	System shall provide ability to track time worked on any workflow activities.	Must have	F = Fully Provided	



20.25	Workflow & Time Tracking/Calendar	System shall provide ability to route projects to appropriate users for review and electronic approvals (e.g., stamp) as necessary.	Must have	F = Fully Provided	
20.26	Workflow & Time Tracking/Calendar	System shall provide ability to record hearing dispositions and decisions such as continuance, referral, remanded, approval, and denied.	Must have	F = Fully Provided	
20.27	Workflow & Time Tracking/Calendar	System shall provide ability to track the life cycle of a project from start to finish.	Must have	F = Fully Provided	
20.28	Workflow & Time Tracking/Calendar	System shall provide ability for the user to complete each task in the workflow process within a given screen (e.g., the user will not need to navigate multiple screens to complete a task in the workflow).	Must have	F = Fully Provided	
20.29	Workflow & Time Tracking/Calendar	System shall provide ability to route work to the next person in a workflow based on process outcomes.	Must have	F = Fully Provided	
20.30	Workflow & Time Tracking/Calendar	System shall provide ability to recommend balanced workload assignments based on user and work unit queues.	Must have	F = Fully Provided	
20.31	Workflow & Time Tracking/Calendar	System shall provide ability to support workflow routing through e-mail (push) or on-line queries (pull) by a user for work that is in his/her queue.	Must have	F = Fully Provided	
20.32	Workflow & Time Tracking/Calendar	System shall provide ability to enforce workflow rules (with task checklists) to ensure that processes are completed correctly and in the correct sequence.	Must have	F = Fully Provided	

Attachment 1 - Contract with Tyler Technologies

20.33	Workflow & Time Tracking/Calendar	System shall include ability to report time spent on workflow tasks by user, task, and project.	Must have	F = Fully Provided		
20.34	Workflow & Time Tracking/Calendar	System shall include ability to report time assigned to workflow tasks by user, task, and project.	Must have	F = Fully Provided		Due dates can be tracked in the EnerGov system.
20.35	Workflow & Time Tracking/Calendar	System shall provide ability to conduct and electronically document and track inspections based on user-defined periods (e.g., annually, etc.)	Must have	F = Fully Provided		
20.36	Workflow & Time Tracking/Calendar	System shall provide ability to create and use baseline data on working time and elapsed time for each workflow to forecast time and human resources required for each step of the workflow.	Must have	F = Fully Provided		With the help of date fields, projects can be tracked from application phase to completion.
20.37	Workflow & Time Tracking/Calendar	System shall provide ability to use baseline data on working time and elapsed time to set standard timeframes for each step in any given workflow.	Must have	F = Fully Provided		
20.38	Workflow & Time Tracking/Calendar	System shall provide ability to automatically assign workflow tasks to users based on existing workload.	Must have	F = Fully Provided		
20.39	Workflow & Time Tracking/Calendar	System shall provide ability for users with sufficient privileges to override standard timeframes for each task in a workflow.	Must have	F = Fully Provided		
20.40	Workflow & Time Tracking/Calendar	System shall provide ability to record decisions made on a project by staff and by hearing bodies (e.g., approved, denied, etc.), date decision was made and reasoning behind decision.	Must have	F = Fully Provided		

Attachment 1 - Contract with Tyler Technologies

20.41	Workflow & Time Tracking/Calendar	System shall provide ability to automatically re-set timeframes for subsequent steps in any given workflow based on actual completion dates for previous steps (similar to Microsoft Project).	Must have	F = Fully Provided		Due dates are fully tracked.
20.42	Workflow & Time Tracking/Calendar	System shall allow for milestone tasks to be tracked for legal purposes and results based-decision making (RBDM).	Must have	F = Fully Provided		
20.43	Workflow & Time Tracking/Calendar	System shall provide Microsoft Project-like functionality for workflow tasks and dependencies (e.g. date-dependent activities and tasks).	Must have	F = Fully Provided		EnerGov's robust workflow engine supports the ability to manage time frames within certain steps of the workflow to maintain timeframes at the overall project and step level.
20.44	Workflow & Time Tracking/Calendar	System shall provide ability to improve the accuracy of resource and timeframe forecasts by adding data collected for each completed step to the baseline data.	Must have	P = Partially Provided. Vendor to describe what is included and what is not in Vendor Comments.		EnerGov supports the ability to capture the date information; however, a custom report would be needed to improve the accuracy of resources by comparing dates.
20.45	Workflow & Time	System shall provide ability to suspend key date requirements and timeframes in a workflow based on uncompleted tasks.	Must have	F = Fully Provided		

Attachment 1 - Contract with Tyler Technologies

[illegible]

**EXHIBIT E**  
**COMPENSATION**

County will be invoiced for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in Exhibit B, Section 6.2 of the Agreement.

1. Maximum Compensation Amount.

Except as otherwise set forth in this Contract, the following maximum amounts are established under this Contract: the maximum amount payable under this Contract for software licenses is four hundred twenty three thousand, one hundred eighty five dollars (\$423,185). The maximum amount payable under this contract for professional services is four hundred thirty two thousand, one hundred fifty dollars (\$432,150) and related business travel expenses of fifty thousand dollars (\$50,000). The maximum amount payable under this contract for Maintenance and Support for Years 1-10 as set forth below in Section 2.2 is nine hundred seventy seven thousand, nine hundred twenty one dollars (\$977,921). These amounts shall not be exceeded without a duly executed written amendment or change order to this Agreement.

2. Tyler Software.

2.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

2.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. In order to align payments with Client's fiscal year, the first maintenance and support fee payment will be invoiced on the above earlier-of date and shall include (i) all of Contract Year 2 (set forth below) and (ii) a pro-rated amount of the portion of Contract Year 3 (set forth below) from the end of Contract Year 2 until June 30 of Contract Year 3, such that subsequent maintenance and support fees, at the rates set forth below, are invoiced annually in advance of each anniversary of July 1, with maintenance and support fees for each subsequent contract year beyond Year 10 to be negotiated by the parties.

Contract Year	Calendar Year	Annual Maintenance and Support Fees
Year 1	2016	Waived
Year 2	2017	\$96,837
Year 3	2018	\$98,774
Year 4	2019	\$100,750
Year 5	2020	\$103,772
Year 6	2021	\$106,885
Year 7	2022	\$110,893
Year 8	2023	\$115,329
Year 9	2024	\$119,942
Year 10	2025	\$124,740
Year 11 & Beyond	2026 & beyond	to be negotiated by the parties.

3. Professional Services.

- 3.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary, less a ten percent (10%) retention amount to be billed upon sign off of each stage set forth in the Statement of Work, such sign off not to be unreasonably withheld. We will invoice you in increments of four (4) hours and eight (8) hours, or the equivalent of a half day and a full day. For any day in which an excess of eight (8) billable hours are delivered to you, each hour in excess of 8 will be invoiced individually.
- 3.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 3.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 3.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 3.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
- 3.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

4. Third Party Products.

## Attachment 1 - Contract with Tyler Technologies

**4.1 *Third Party Software License Fees:*** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

**4.2 *Third Party Software Maintenance:*** The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

**4.3 *Third Party Hardware:*** Third Party Hardware costs, if any, are invoiced upon delivery.

5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to Exhibit G. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

## Attachment 1 - Contract with Tyler Technologies

**EXHIBIT E**  
**APPENDIX E-1**

<b>EnerGov 9</b>	Qty Licenses	Cost / Rate	Total Cost	Annual Maintenance	list Pricing/Notes/Comments *Based on Named User Licenses
<b>Permitting &amp; Land Mgmt Suite (PLM):</b> Permitting, Planning, Projects, Inspections, Land Use, Object/Operating, Impact, Request & Enforcement Processes	150	\$ 2,500	\$ 375,000	\$ 67,500	(Minimum of 10 licenses) 0-19 Licenses = \$2,999 / user 20-49 Licenses = \$2,749 / user plus \$56,981 50-99 Licenses = \$2,499 / user plus \$139,451 100+ Licenses = \$2,249 / user plus \$264,401
<b>Framework Enabling Products &amp; Extensions</b>		<b>Cost / Unit</b>			<b>*Based on Server/Product License</b>
Electronic Plans Review - EnerGov eReviews (Seamless BlueBeam integration)	1	\$ 29,999	\$ 29,999	\$ 5,400	Includes ePlan/Doc mgmt and external submission portal - Based on Population * Bluebeam licenses not included.
GIS Integration - EnerGov GIS	150	\$ 500	\$ 35,000	\$ 6,300	*\$35,000 Cap
Credit Card Processing- VirtualPay	1	N/A	Included		Tyler's VirtualGov Payment System - Included for Credit Card Processing.
<b>Server-Side Plugins/ Additional Extensions</b>					
EnerGov Adv Server Extensions Bundle:	1	\$ 10,000	\$ 10,000	\$ 1,800	Server-side Extension bundle
Intelligent Automation Agent (IAA)	1-inc	Included in bundle	Included in bundle		Server-side plugin for post processing and proactive event handling automation.
Social IO Extension (IOE)	1-inc	Included in bundle	Included in bundle		Integration (Facebook/Twitter) and built-in Esri map views
EnerGov Odata	1-inc	Included in bundle	Included in bundle		Open Data Service
EnerGov Reporting Toolkit	1	\$ 3,000	\$ 3,000	\$ 540	development. Includes all report views and documentation.
<b>Citizen Connected Products</b>		<b>Cost / Unit</b>			<b>*Based on Product License / Agency Population</b>
Citizen Access / Online Portals, Population =	250,000				
EnerGov Citizen Access ePortal Permitting & Land Mgmt	1	\$ 29,999	\$ 29,999	\$ 5,400	By Population size
EnerGov's Decision Engine	1	\$ 9,999	\$ 9,999	\$ 1,800	*must purchase ePortal
Online Payments: My GovPay	0	N/A	Included		Tyler's MyGovPay - Included with EnerGov Citizen Access for Online Payments
<b>Mobile / Field Solutions</b>		<b>Cost / Unit</b>			
IG Workforce Apps	16	\$ 999.00	\$ 15,984	\$ 2,877	Unlimited Access to IG Apps *users must be a named license user of
<b>Totals</b>					
Tyler Content Manager- Standard Edition	1	Based on Operating Budget	**Free of Charge (\$9,000 value)	\$ 1,620	Enterprise Document Management System - **To be utilized for EnerGov and related processes / departments covered by the scope of this procurement.
EnerGov IVR API	1	\$ 5,000.00	\$ 5,000	\$ 900	
EnerGov Doc Mgmt API	1	\$ 5,000.00	\$ 5,000	\$ 900	
EnerGov Credit Card Merchant API	1	\$ 5,000.00	\$ 5,000	\$ 900	
EnerGov Permitting and Land Management SDK	1	\$ 5,000.00	\$ 5,000	\$ 900	
<b>Subtotal Software</b>		<b>one time</b>	\$ 528,981		
<b>Total Tyler Discount (20%)</b>			\$ (105,796)		
<b>Grand Total - Software</b>		<b>one time</b>	\$ 423,185	\$ 96,837	



# Attachment 1 - Contract with Tyler Technologies

<b>"Estimated" Professional Services</b>		Hours	Hourly Rate	Subtotal	
<b>Professional Implementation Services - Project Management Services</b>	600	\$175	\$	105,000	Project Management 15 month project
<b>Professional Implementation Services - System Configuration Services</b>	1,348	\$175	\$	235,900	System implementation services for up to 20 unique case types or 20 BMP templates; 20 Intelligent objects; 20 Geo-Rules; 20 decision point in the Decision Engine
<b>EnerGov Fundamentals Training System Fundamentals / Project Team Training</b>	80	\$175	\$	14,000	One week pre-implementation system fundamentals training with core project team
<b>EnerGov System Admin Training System Fundamentals / Project Team Training</b>	70	\$175	\$	12,250	One week pre-implementation system fundamentals training with core project team
<b>Onsite Training Services</b> Project Team training for UAT and Train the Trainer Training	180	\$175	\$	31,500	One week on-site for UAT Training and one week Train the Trainer; one week training support
<b>Production Support Services</b> Training & Onsite Production Support	40	\$175	\$	7,000	1 week on-site support and the remaining support via assigned account manager
<b>Post Production Implementation Services</b> Training & Onsite Production Support	100	\$175	\$	17,500	100 hours of process analysis and configuration modification / changes
<b>Development Services</b>		Hours	Hourly Rate	Subtotal	Dev ASM
<b>Report Development Services</b>	40	\$225	\$	9,000	Up to 4 custom reports
<b>Integration Services - Integration</b>	40	\$250	Free of Charge		API Development technical support
<b>Data Conversion Services - Accela Tidemark</b>	Free of Charge	\$225	Free of Charge		Data Conversion Services is free to Accela Tidemark customers.
<b>Other</b>					
Custom Software Development	TBD	\$250	TBD	TBD	Custom Software Development- OPTIONAL
<b>Grand Total for Professional Services</b>			\$	432,150	\$

<b>Software and Professional Services Totals</b>					
<b>Total Software</b>			\$	423,185	
<b>Total Professional Services</b>			\$	432,150	
<b>GRAND TOTAL (Software, Prof Services &amp; Travel)</b>			\$	855,335	
<b>*Total Annual Support &amp; Maintenance</b>	annual	\$	96,837		

<b>Travel Budget</b>		Trips	Est Rate	Subtotal	
<b>Estimated Travel Expenses (Onsite Trips)</b>	25	\$2,000	\$	50,000	Estimated Travel Budget - Actual expenses + 10% travel agent fee billed monthly as incurred

**Exhibit F**  
**Tyler Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the Tyler Software are listed in Exhibit E, Section 2.2, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and

## Attachment 1 - Contract with Tyler Technologies

resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit F at Appendix F-1.

**Exhibit F**  
**Appendix F-1**  
**Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### **Support Resources**

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### **Issue Handling**

#### **Incident Tracking**

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

**Incident Priority**

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### **Incident Escalation**

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### **Remote Support Tool**

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**Exhibit G**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

**B. Rental Car**

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when

## Attachment 1 - Contract with Tyler Technologies

three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

## 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

#### Departure Day

Depart before 12:00 noon

Lunch and dinner



## Attachment 1 - Contract with Tyler Technologies

Depart after 12:00 noon

Dinner

### Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.\*

Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

### 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

**Exhibit H**

**Third Party Terms**

**MYGOVPAY/VIRTUAL PAY**

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments. That access will be provided on the following terms and conditions, except as otherwise provided in the Merchant Application and Merchant Processing Agreement attached at Schedule 1 to this Exhibit.

(a) Special MyGovPay/VirtualPay Definitions.

**"Merchant Agreement"** means the agreement between Customer and Persolvent that provides for the Merchant Fees.

**"Merchant Fees"** means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

**"MyGovPay"** means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

**"Persolvent"** means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

**"Use Fees"** means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

**"VirtualPay"** means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth in Schedule 1 to this Exhibit E shall apply if Customer elects to use MyGovPay/Virtual Pay.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

## Attachment 1 - Contract with Tyler Technologies

(a) **Network Security.** Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

(b) **Content.** Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) **Lawful Purposes.** Customer shall not use the IVR system for any unlawful purpose.

(d) **Critical Application.** Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicare care or other emergency services.

(e) **No Harmful Code.** Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) **IVR WARRANTY.** Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.